

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**CITY OF MOUNTAIN VIEW**  
**AND THE**  
**MOUNTAIN VIEW PROFESSIONAL**  
**FIREFIGHTERS, LOCAL 1965**

**July 1, 2017 to June 30, 2020**



## Table of Contents

<b>0.00</b>	<b>PREAMBLE .....</b>	<b>1</b>
0.01	Recognition .....	2
0.02	Union Security .....	2
0.03	Dues Check Off.....	2
0.04	Discrimination .....	2
0.05	Union Activity .....	3
0.06	Bulletin Board Space.....	3
0.07	Possession of MOU, Printing and Supply .....	3
0.07.01	Union Newsletter .....	3
0.08	Office Space.....	3
<b>1.00</b>	<b>SALARY.....</b>	<b>4</b>
1.01.01	Suppression Division.....	8
1.01.02	40-Hour Personnel Holidays .....	8
1.02	Career Development Program .....	9
1.02.01	Incentive Program Criteria .....	9
1.02.02	Career Development Program (Suppression Personnel) .....	10
1.02.03	Career Development Program (Deputy Fire Marshal).....	13
1.02.04	List of Approved Courses.....	16
1.03	Out-of-Class Pay (See Also “Acting As” Section 9.06) .....	17
1.03.01	Eligibility .....	17
1.03.02	Condition when Applicable .....	17
1.04	Hours of Work.....	17
1.04.01	Fire Suppression.....	17
1.04.02	Fire Captain – Training .....	18
1.04.03	Fire Prevention .....	18
1.05	Bilingual Pay .....	18
1.06	Paramedic Specialty Pay for Fire Captains .....	19
1.07	Specialty Pay for Training Captain .....	20
1.08	Compensatory Time Accrual Caps for Deputy Fire Marshals .....	20
<b>2.00</b>	<b>TUITION REIMBURSEMENT .....</b>	<b>20</b>
2.01	Driver’s License.....	21
2.01.01	Pull Notice Policy.....	21
<b>3.00</b>	<b>UNIFORM AND SAFETY EQUIPMENT .....</b>	<b>23</b>
3.00.01	Uniforms.....	23
3.00.02	Optional Clothing for Deputy Fire Marshals.....	24
3.00.03	Personal Safety and Protective Equipment .....	24
3.00.04	Uniform Allowance .....	25

3.01	Safety and Health.....	25
3.01.01	Introduction to Safety and Health .....	25
3.01.02	Fire Department Safety Review Committee .....	25
3.01.03	Firefighter Safety and Health Training.....	26
3.01.04	Testing of Aerial Devices .....	26
3.01.05	Medical Surveillance .....	26
3.01.06	Nonliability for Safety and Health .....	27
<b>4.00</b>	<b>FLSA OVERTIME.....</b>	<b>27</b>
4.00.01	Regular Rate of Pay .....	27
4.00.02	FLSA Regularly Scheduled Overtime .....	28
4.00.03	Suppression Overtime Worked by Employees on 40-Hour Schedule.....	29
4.00.04	All Other Overtime Outside of Regularly Scheduled Hours .....	29
4.01	Minimum Staffing.....	29
4.01.03	Fatigue Rule .....	31
4.02	Minimum Staffing Overtime .....	31
4.02.01	Charging of Hours .....	32
4.02.02	Recalling for Emergency Sick Leave or Injury .....	33
4.02.03	Overtime Recalling .....	34
4.02.04	Mandatory Recall.....	35
4.02.05	Assigning Hours (Placement on the Overtime (OT) List).....	36
4.02.06	Maintaining of Records .....	37
4.03	Emergency Overtime.....	38
4.04	Strike Team Pay/Staffing .....	38
<b>5.00</b>	<b>LEAVE.....</b>	<b>39</b>
5.01	Vacation.....	39
5.01.01	Vacation Accrual – 56-Hour Workweek.....	39
5.01.02	Vacation Accrual – 40-Hour Workweek.....	39
5.01.04	Vacation Cash-Out.....	41
5.01.05	Vacation Scheduling and Usage .....	41
5.01.05.01	Vacation List .....	42
5.01.05.02	Vacation Selection Procedure.....	42
5.01.05.03	Vacation Cancellation.....	43
5.01.05.04	Definitions .....	43
5.02	Bereavement Leave.....	43
5.03	Floating Holiday .....	44
5.04	Sick Leave Usage and Accrual Rates.....	44
5.05	Sick Leave Incentive .....	44
5.06	Time Off for Union Business .....	45
5.06.02	Union Leave Fund .....	45
5.06.03	Release Time for Negotiations .....	46

5.07	Exchange of Days .....	46
5.07.01	Procedure .....	47
5.08	Authorized Leave.....	48
5.08.01	Jury Duty .....	48
5.08.02	Military Leave.....	48
5.08.03	Maternity Leave .....	49
5.08.04	Leave of Absence.....	50
5.08.04.01	Reinstatement .....	51
5.09	Disability Leave.....	52
5.10	Maximum Number of Personnel on Leave .....	52
<b>6.00</b>	<b>INSURANCE .....</b>	<b>52</b>
6.01	Transition to PEMHCA .....	52
6.01.01	Cost Sharing.....	53
6.01.02	Reconciliation of Anticipated Savings to Actual Experience Following Migration.....	54
6.01.03	City Contributions Toward Medical Premiums.....	56
6.01.04	PORAC Membership Fee.....	58
6.02	Dental.....	58
6.03	Retiree's Medical Effective March 1, 2013 .....	58
6.04	Disability Insurance (LTD) .....	59
6.05	Vision Care (After March 1, 2013 Migration to PEMHCA) .....	59
6.06	Life and Accidental Death and Dismemberment Insurance .....	59
6.07	Job-Related Physician Visits .....	60
6.08	Employee Assistance Program.....	60
6.09	Section 125 – Flexible Benefit Plan.....	60
<b>7.00</b>	<b>PERS .....</b>	<b>61</b>
7.00.01	Philosophy .....	61
7.00.02	Pension Contributions for Represented Members on 3 Percent at 50 (3@50) Pension Formula .....	62
7.00.03	PERS Employer Rate.....	65
7.00.04	Calculation of Equalized Employer Rate.....	65
7.00.05	Examples .....	67
7.01	PERS Employee-Paid Member Contribution.....	70
7.02	Single Highest Year .....	70
7.03	Military Service Credit .....	71
7.04	Credit for Unused Sick Leave (20965).....	71
7.05	Third-Level 1959 Survivor Benefits .....	71
7.06	Payment for Unused Sick Leave .....	71
7.07	Payment for Unused Vacation .....	72
7.08	Pre-Retirement Option 2 Death Benefit .....	72

7.09	Alternate Death Benefit for Local Fire Members Credited with or More Years of Service .....	72
<b>8.00</b>	<b>MISCELLANEOUS.....</b>	<b>73</b>
8.01	Drug and Alcohol Policy .....	73
8.02	Residency Requirement .....	73
8.03	No Labor Action.....	73
8.04	City Rights.....	74
8.05	Contracting Out.....	76
8.06	Prevailing Rights.....	77
8.07	Third-Party Neutral .....	77
8.08	Cooperation .....	77
8.09	Reduction in Force (Layoff) Policy .....	77
8.09.01	Purpose .....	77
8.09.02	Policy.....	77
8.09.02.01	Order of Layoffs .....	77
8.09.02.02	Definition of Seniority .....	78
8.09.02.03	Notification of Layoff .....	78
8.09.02.04	Reassignment.....	79
8.09.02.05	Displacement (Bumping) .....	79
8.09.02.06	Reinstatement to Reemployment Eligibility List..	80
8.09.03	Training Captain Position.....	81
<b>9.00</b>	<b>RULES AND REGULATIONS.....</b>	<b>81</b>
9.01	Recruitment.....	81
9.01.01	Announcement of Vacancies .....	81
9.01.02	Applications.....	81
9.01.03	Disqualification of Applicants .....	81
9.01.04	Maximum Hiring Age .....	82
9.02	Appointment.....	82
9.02.01	Vacancies .....	82
9.02.02	Notice to Assistant City Manager.....	82
9.02.03	Certification of Eligibility.....	82
9.02.04	Order of Certification .....	82
9.02.05	Types of Employment .....	83
9.02.05.01	Regular.....	83
9.02.05.02	Promotional .....	83
9.02.05.03	Temporary.....	83
9.03	Probationary Period.....	84
9.04	Definition of Seniority .....	84
9.05	Promotion.....	84

9.06	“Acting As” Positions.....	85
9.06.01	“Acting As” Compensation.....	85
9.06.02	Acting Battalion Chief .....	85
9.06.03	Acting Chief Training Officer.....	86
9.06.04	Acting Captain.....	86
9.06.05	Acting Engineer.....	87
9.07	Station and Duty Assignments .....	88
9.07.01	Procedure .....	89
9.08	Modified Work Assignment (Nonindustrial Light Duty).....	90
9.09	Fire Prevention Officer/Fire Training Officer .....	91
9.10	Performance Reports .....	92
9.10.01	Purpose and Policy .....	92
9.10.02	Standards of Performance.....	92
9.10.03	Performance Ratings.....	92
9.10.04	Reporting Performance .....	93
9.10.05	Appeals on Report of Performance Rating .....	93
9.10.06	Use of Performance Evaluation .....	93
9.11	Causes for Disciplinary Actions.....	93
9.12	Predisciplinary Conference Procedures .....	94
9.13	Grievance Procedures.....	97
9.13.01	Definition of a Grievance .....	97
9.13.02	Informal Grievance Procedure.....	97
9.13.03	Formal Grievance Procedure.....	97
9.13.04	Formal Grievance Procedure – Step 1 .....	98
9.13.05	Formal Grievance Procedure – Step 2.....	99
9.13.06	Formal Appeals .....	100
9.13.06.01	Contents of the Formal Appeal.....	100
9.13.07	Appointment of Appeals Board.....	101
9.13.08	Date of Hearing – Notice .....	101
9.13.09	Hearing.....	102
9.13.10	City Manager Review .....	103
9.14	Common Meal Site.....	104
9.15	Grooming Standards .....	104
9.16	Sanitation, Maintenance and Upkeep .....	105
9.17	HazMat Team Assignments .....	105
9.17.01	HazMat Vacancies.....	105
9.17.02	HazMat Promotions.....	105
9.17.03	HazMat Demotions.....	105
9.17.04	HazMat Team Assignment.....	106
9.17.05	HazMat Certification .....	106
9.17.06	HazMat Compensation .....	106
9.17.07	HazMat Recall and Staffing.....	107
9.17.08	Additional Training.....	107

9.17.09	Probationary Firefighters .....	107
9.17.10	HazMat Program Review .....	107
<b>10.00</b>	<b>JOINT COMMITTEE .....</b>	<b>108</b>
10.00.01	Items that Joint Committee Will Study .....	108
10.00.01.01	Drug and Alcohol Policy .....	108
10.00.01.02	Promotional Guidelines .....	108
10.00.01.03	Sick Leave Usage.....	108
10.00.01.04	General Orders .....	108
10.01	Successor .....	108
10.02	Saving Clause .....	109
10.03	Full Understanding, Modification and Waiver .....	109
10.04	Contract Re-opener .....	109
<b>11.00</b>	<b>ALTERNATIVE DISPUTE RESOLUTION .....</b>	<b>110</b>
11.00.01	Binding Arbitration for Contract Interpretation .....	110
11.00.02	Request for Arbitration: Timing .....	111
11.00.03	Selection of the Arbitrator.....	112
11.00.04	Jurisdiction of the Arbitrator: Application and Enforcement .....	112
<b>12.00</b>	<b>SIGNATURES .....</b>	<b>113</b>



## 0.00 PREAMBLE

On the date hereinafter subscribed, authorized representatives of the CITY OF MOUNTAIN VIEW (herein referred to as "City") and authorized representatives of the MOUNTAIN VIEW PROFESSIONAL FIREFIGHTERS UNION LOCAL 1965 (hereinafter referred to as "Union") made and entered into this Memorandum of Understanding (MOU).

This MOU is subject to all existing State laws and the Charter, ordinances, resolutions, Administrative Rules and Personnel Rules of City, except as expressly provided to the contrary by this MOU.

The Union and City agree that all meet-and-confer requirements, under the Meyers-Miliias-Brown Act, Government Code Section 3500 *et seq.*, except as they might have been specifically exempted in this Agreement, have been met. During the term of this Agreement, no benefits or practices expressly covered by this Agreement may be changed without the mutual agreement of both parties. If the City desires to change any matter not expressly covered by this Agreement which is subject to the meet-and-confer process, the City may implement such change only after the City has met and conferred with the Union. The meet-and-confer process shall include any applicable impasse procedures. The City recognizes the Union as the exclusive bargaining representative for employees occupying the following classifications: Firefighter, Firefighter/Paramedic, Firefighter/Hazardous Materials, Firefighter/Paramedic/Tiller Operator, Firefighter/Hazardous Materials/Tiller Operator, Firefighter/Paramedic/Hazardous Materials/Tiller Operator, Firefighter/Paramedic/Hazardous Materials, Fire Engineer, Fire Engineer/Paramedic, Fire Engineer/Hazardous Materials, Fire Engineer/Paramedic/Hazardous Materials, Fire Captain, Fire Captain/Hazardous Materials, Fire Captain - Training, Deputy Fire Marshal, Training Officer and Fire Prevention Officer, herein referred to as "represented members" or "members."

Reference to Suppression personnel include the classifications of Firefighter, Firefighter/Paramedic, Firefighter/Hazardous Materials, Firefighter/Tiller Operator, Firefighter/Paramedic/Hazardous Materials, Firefighter/ Paramedic/Tiller Operator, Firefighter/Hazardous Materials/Tiller Operator, Fire Engineer, Fire Engineer/Paramedic, Fire Engineer/Hazardous Materials, Fire Engineer/Paramedic/Hazardous Materials, Fire Captain, Fire Captain/Hazardous Materials and Fire Captain—Training. Reference to Prevention personnel includes the classifications of Deputy Fire Marshal, Training Officer and Fire Prevention Officer.

#### 0.01 Recognition

The City recognizes the Union as the sole and exclusive bargaining agent for the positions of Firefighter, Firefighter/Paramedic, Fire Engineer, Fire Engineer/Paramedic, Fire Captain, Deputy Fire Marshal, Fire Prevention Officer, Fire Training Officer, Firefighter/Hazardous Materials, Firefighter/Paramedic/Hazardous Materials, Fire Engineer/Hazardous Materials, Fire Engineer/Paramedic/Hazardous Materials, Firefighter/Tiller Operator, Firefighter/Paramedic/Tiller Operator, Firefighter/Hazardous Materials/Tiller Operator, Firefighter/Paramedic/Hazardous Materials/Tiller Operator, Fire Captain/Hazardous Materials, Fire Captain—Training, Fire Captain—Paramedic, Fire Captain/Hazardous Materials—Paramedic hereinafter referred to as “represented members” or “members.”

#### 0.02 Union Security

Open Shop—The Union will represent the unit; however, a represented employee is not required to join the union or pay dues.

#### 0.03 Dues Check Off

The City agrees to deduct, once each month, dues and assessments in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions be made. The total amount of deductions shall be remitted each month by the City to the Treasurer of the Union.

#### 0.04 Discrimination

Discrimination and/or harassment of an applicant or employee by a supervisor, management employee or coworker on the basis of race, religion, color, national origin, ancestry, handicap, disability, medical condition, marital status, sex, sexual orientation, age, physical and mental disability or political opinion and affiliation will not be tolerated. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation and training.

0.05 Union Activity

There shall be no discrimination, interference, restraint, or coercion by the City against any employee for his/her activity on behalf of, or membership in, the Union.

0.06 Bulletin Board Space

The City shall provide approximately 24 square feet of space on bulletin boards for the use of the Union in the fire station and in the fire prevention office at convenient locations accessible to employees.

0.07 Possession of MOU, Printing and Supply

The City will maintain the permanent copy of the MOU in the City's Document Processing Center. The City will provide six (6) copies of this Agreement and any future Agreement to the Union printed on 8-1/2" x 11" paper.

During the term of this contract, the City is to send a copy of an updated MOU annually in electronic format (pdf or other compatible read-only format) and to keep said MOU up-to-date relative to salary tables and any side letters.

0.07.01 Union Newsletter

The City agrees to cover all printing and mailing costs associated with the firefighter's newsletter, produced by the Union. The Union agrees to cover all City events in this newsletter. The Union will maintain sole editorial rights as to the contents of the newsletter.

0.08 Office Space

Office space will be provided as agreed to by the Fire Chief and Union President.

## 1.00 SALARY

A table reflecting the salary schedule in effect on July 1, 2016 is shown below:

### Fiscal Year 2016 - 2017

Position	Job Fam	Sal Plan	BI-WEEKLY SALARY				
			1st Step	2nd Step	3rd Step	4th Step	5th Step
Deputy Fire Marshal	VIII	FL	4640.04	4872.57	5116.04	5372.00	5640.46
Fire Captain	VIII	FL	4632.21	4864.78	5106.67	5362.64	5631.09
Fire Captain/HazMat I	VIII	FL	4747.99	4986.40	5234.31	5496.66	5771.82
Fire Captain/HazMat II	VIII	FL	4863.81	5108.01	5361.98	5630.75	5912.61
Fire Engineer	VIII	FL	3970.54	4168.18	4377.67	4596.13	4826.49
Fire Engineer/HazMat I	VIII	FL	4069.77	4272.39	4487.14	4711.02	4947.13
Fire Engineer/HazMat II	VIII	FL	4169.07	4376.57	4596.55	4825.92	5067.80
Fire Engineer/Paramedic	VIII	FL	4407.41	4628.83	4859.15	5102.87	5358.47
Fire Prevention Officer I	VIII	FL	3517.32	3694.13	3878.42	4071.61	4275.17
Fire Prevention Officer II	VIII	FL	3691.20	3875.43	4070.12	4272.20	4486.16
Fire Prevention Officer III	VIII	FL	4291.50	4505.51	4731.38	4967.63	5215.80
Firefighter	VIII	FL	3618.36	3799.64	3989.85	4188.99	4398.51
Firefighter/HazMat I	VIII	FL	3708.83	3894.63	4089.61	4293.70	4508.45
Firefighter/HazMat II	VIII	FL	3799.29	3989.62	4189.34	4398.40	4618.43
Firefighter/Medic/HazMat I	VIII	FL	4115.49	4321.14	4537.39	4764.37	5001.97
Firefighter/Medic/HazMat II	VIII	FL	4215.86	4426.51	4648.05	4880.58	5123.98
Firefighter/Paramedic	VIII	FL	4015.13	4215.73	4426.73	4648.17	4879.98
Training Officer I	VIII	FL	3517.32	3694.13	3878.42	4071.61	4275.17

Effective the first pay period ending in July 2017, the City shall amend the salary plan to increase the salary ranges of all classifications in the bargaining unit by a four percent (4.0%) cost-of-living adjustment (COLA). All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director.

A table reflecting salary increases in July 1, 2017 is shown below:

**Fiscal Year 2017-18**

Position	Job Fam	Sal Plan	BI-WEEKLY SALARY				
			1st Step	2nd Step	3rd Step	4th Step	5th Step
Deputy Fire Marshal	VIII	FL	4825.64	5067.47	5320.68	5586.88	5866.08
Fire Captain	VIII	FL	4817.50	5059.37	5310.94	5577.15	5856.33
Fire Captain /HazMat	VIII	FL	5058.36	5312.33	5576.46	5855.98	6149.11
Fire Engineer	VIII	FL	4129.36	4334.91	4552.78	4779.98	5019.55
Fire Engineer /HazMat	VIII	FL	4335.83	4551.62	4780.41	5018.96	5270.51
Fire Engineer /Paramedic	VIII	FL	4583.71	4813.98	5053.52	5306.98	5572.81
Fire Engineer /Paramedic/Hazmat	VIII	FL	4814.00	5054.70	5307.43	5572.81	5851.45
Fire Prevention Officer I	VIII	FL	3658.01	3841.90	4033.56	4234.47	4446.18
Fire Prevention Officer II	VIII	FL	3838.85	4030.45	4232.92	4443.09	4665.61
Fire Prevention Officer III	VIII	FL	4463.16	4685.73	4920.64	5166.34	5424.43
Firefighter	VIII	FL	3763.09	3951.63	4149.44	4356.55	4574.45
Firefighter /HazMat	VIII	FL	3951.26	4149.20	4356.91	4574.34	4803.17
Firefighter/HazMat/Tiller Operator	VIII	FL	4148.82	4356.66	4574.76	4803.06	5043.33
Firefighter /Paramedic	VIII	FL	4175.74	4384.36	4603.80	4834.10	5075.18
Firefighter /Paramedic/HazMat	VIII	FL	4384.49	4603.57	4833.97	5075.80	5328.94
Firefighter/Paramedic/HazMat/Tiller Operator	VIII	FL	4603.71	4833.75	5075.67	5329.59	5595.39
Firefighter/Paramedic/Tiller Operator	VIII	FL	4384.53	4603.58	4833.99	5075.81	5328.94
Firefighter/Tiller Operator	VIII	FL	3951.24	4149.21	4356.91	4574.38	4803.17
Training Officer I	VIII	FL	3658.01	3841.90	4033.56	4234.47	4446.18

Effective the first pay period ending in July 2018, the City shall amend the salary plan to increase the salary ranges of all classifications in the bargaining unit by four percent (4.0%), of which three percent (3.0%) is a cost-of-living adjustment (COLA) and, in consideration of total compensation, one percent (1.0%) salary increase. Members will continue to pay the existing PERS cost share.

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director.

A table reflecting salary increases in July 1, 2018 is shown below:

**Fiscal Year 2018 - 2019**

Position	Job Fam	Sal Plan	BI-WEEKLY SALARY				
			1st Step	2nd Step	3rd Step	4th Step	5th Step
Deputy Fire Marshal	VIII	FL	5018.67	5270.17	5533.51	5810.36	6100.72
Fire Captain	VIII	FL	5010.2	5261.74	5523.38	5800.24	6090.58
Fire Captain /HazMat	VIII	FL	5260.69	5524.82	5799.52	6090.22	6395.07
Fire Engineer	VIII	FL	4294.53	4508.31	4734.89	4971.18	5220.33
Fire Engineer /HazMat	VIII	FL	4509.26	4733.68	4971.63	5219.72	5481.33
Fire Engineer /Paramedic	VIII	FL	4767.06	5006.54	5255.66	5519.26	5795.72
Fire Engineer /Paramedic/Hazmat	VIII	FL	5006.56	5256.89	5519.73	5795.72	6085.51
Fire Prevention Officer I	VIII	FL	3804.33	3995.58	4194.9	4403.85	4624.03
Fire Prevention Officer II	VIII	FL	3992.4	4191.67	4402.24	4620.81	4852.23
Fire Prevention Officer III	VIII	FL	4641.69	4873.16	5117.47	5372.99	5641.41
Firefighter	VIII	FL	3913.61	4109.7	4315.42	4530.81	4757.43
Firefighter /HazMat	VIII	FL	4109.31	4315.17	4531.19	4757.31	4995.3
Firefighter/HazMat/Tiller Operator	VIII	FL	4314.78	4530.93	4757.75	4995.18	5245.07
Firefighter /Paramedic	VIII	FL	4342.77	4559.73	4787.95	5027.46	5278.19
Firefighter /Paramedic/HazMat	VIII	FL	4559.87	4787.71	5027.33	5278.83	5542.1
Firefighter/Paramedic/HazMat/ Tiller Operator	VIII	FL	4787.86	5027.10	5278.70	5542.77	5819.21
Firefighter/Paramedic/Tiller Operator	VIII	FL	4559.91	4787.72	5027.35	5278.83	5542.10
Firefighter/Tiller Operator	VIII	FL	4109.29	4315.19	4531.19	4757.35	4995.30
Training Officer I	VIII	FL	3804.33	3995.58	4194.9	4403.85	4624.03

The projected salaries contained herein are estimates. Some deviations may occur based on the calculation.

Effective the first pay period ending in July 2019, the City shall amend the salary plan to increase the salary ranges of all classifications in the bargaining unit by a three percent (3.0%), of which two percent (2.0%) is a cost-of-living adjustment (COLA) and, in consideration of total compensation, one percent (1.0%) salary increase. Members will continue to pay the existing PERS cost share.

All increases shall be computed to the nearest one-tenth of a percent (0.1%) and rounded to the nearest penny in accordance with the procedures established by the Assistant City Manager and Finance and Administrative Services Director.

A table reflecting the salary increases in July 2019 is shown below:

**Fiscal Year 2019 - 2020**

Position	Job Fam	Sal Plan	BI-WEEKLY SALARY				
			1st Step	2nd Step	3rd Step	4th Step	5th Step
Deputy Fire Marshal	VIII	FL	5,169.23	5,428.28	5,699.52	5,984.67	6,283.74
Fire Captain	VIII	FL	5,160.51	5,419.59	5,689.08	5,974.25	6,273.30
Fire Captain/HazMat	VIII	FL	5,418.51	5,690.56	5,973.51	6,272.93	6,586.92
Fire Engineer	VIII	FL	4,423.37	4,643.56	4,876.94	5,120.32	5,376.94
Fire Engineer/HazMat	VIII	FL	4,644.54	4,875.69	5,120.78	5,376.31	5,645.77
Fire Engineer/Paramedic	VIII	FL	4,910.07	5,156.74	5,413.33	5,684.84	5,969.59
Fire Engineer/Paramedic/ HazMat	VIII	FL	5,156.76	5,414.60	5,685.32	5,969.59	6,268.08
Fire Prevention Officer I	VIII	FL	3,918.46	4,115.45	4,320.75	4,535.97	4,762.75
Fire Prevention Officer II	VIII	FL	4,112.17	4,317.42	4,534.31	4,759.43	4,997.80
Fire Prevention Officer III	VIII	FL	4,780.94	5,019.35	5,270.99	5,534.18	5,810.65
Firefighter	VIII	FL	4,031.02	4,232.99	4,444.88	4,666.73	4,900.15
Firefighter/HazMat	VIII	FL	4,232.59	4,444.63	4,667.13	4,900.03	5,145.16
Firefighter/HazMat/Tiller Operator	VIII	FL	4444.22	4666.86	4900.49	5145.03	5402.42
Firefighter/Paramedic	VIII	FL	4,473.05	4,696.52	4,931.59	5,178.28	5,436.54
Firefighter/Paramedic/HazMat	VIII	FL	4,696.67	4,931.34	5,178.15	5,437.19	5,708.36
Firefighter/Paramedic/HazMat/ Tiller Operator	VIII	FL	4931.50	5177.91	5437.06	5709.05	5993.78
Firefighter/Paramedic/Tiller Operator	VIII	FL	4696.70	4931.35	5178.17	5437.19	5708.37
Firefighter/Tiller Operator	VIII	FL	4232.57	4444.64	4667.12	4900.07	5145.16
Training Officer I	VIII	FL	3,918.46	4,115.45	4,320.75	4,535.97	4,762.75

The projected salaries contained herein are estimates. Some deviations may occur based on the calculation.

**One-Time Leave Hours:**

Effective the first pay period ending in July 2019, bargaining unit members who are City employees on July 1, 2019 will receive a one-time contribution of 44 hours of leave time (31 hours for 40-hour per week employees). This leave must be used by pay period 2, 2020, or it will be cashed out with the pay period 2 payroll. The one-time leave hours will be tracked separately from all other accrued leave balances. The parties agree that continuation of these hours in future years will be a subject of bargaining in negotiations over a successor MOU.

## 1.01 Holiday In-Lieu

### 1.01.01 Suppression Division

Holiday in-lieu pay for represented members assigned to the Suppression Division shall be increased from five percent (5.0%) to five and one-half percent (5.5%) effective the first pay period ending July 2007.

### 1.01.02 40-Hour Personnel Holidays

A. Bargaining unit members working a 40-hour workweek have the option of taking four (4) of the holidays listed in Section B below per payroll calendar year and receiving five and one-half percent (5.5%) holiday in-lieu pay or taking all eleven (11) holidays listed in Section B below per payroll calendar year and receiving no holiday in-lieu pay.

B. The following holidays are observed by the City:

New Year's Day	January 1
Martin Luther King Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday following Thanksgiving	Fourth Friday in November
Christmas Day	December 25
Floating Day preceding or following Christmas Day	

C. Department training will not be scheduled on City recognized holidays, with the exception of unique or specialized training unable to be held on any other day (e.g. live fire training due to the accessibility of a building). Company level training will be held at the discretion of the company officer.



## 1.02 Career Development Program

The purpose of this program is to award those represented by the Fire Union in recognition of achievement of education, training and experience. This program is to raise the level of education and competence in Fire service personnel.

### 1.02.01 Incentive Program Criteria

Effective the first pay period ending July 2007, to qualify for award, employees shall have completed combinations of education, training and experience as prescribed in each of the five (5) levels. Those levels are Basic (Level 1), Intermediate (Level 2), Intermediate Plus A.A. or A.S. Degree (Level 3), Advanced (Level 4) and Advanced Plus B.A. or B.S. Degree (Level 5). The levels are incremental, and not cumulative. The maximum that can be earned is \$600 per month. For example, when an employee qualifies for the Intermediate Level (\$325/month), the increment will be \$150/month in addition to the \$175/month for the Basic Level. Additionally Employees who promote to a position represented by MVFF will retain career incentive pay for 2 years (Grace period) following the completion of their promotional probationary period in order to provide them adequate time to achieve eligibility for previously qualified career incentive steps. For example, if an engineer meeting the requirements of level 4 career incentive pay is promoted to captain, he/she will have a two (2) year grace period, from the completion of his/her probation, to requalify for level 4 incentive pay.

- A. Training Points: Sixteen (16) classroom hours of Fire Service Training shall equal one (1) training point. Such training must be conducted in a classroom or other appropriate site, in increments of two (2) hours or more per program, taught by a qualified instructor, concluded with appropriate testing and for which regular records are kept. One semester unit from an accredited college or university equals 1 training point.

Training points shall be awarded for the completion of approved courses listed in Section 1.02.04 below.

- B. Education Points: One (1) semester unit shall equal one (1) education point and one quarter unit shall equal two-thirds of a point. Such units of credit shall have been awarded by an accredited college or university.
- C. All education and training must be supported by copies of transcripts, diplomas and other verifying documents submitted to the Human Resources Division after review by the Fire Chief or his/her designee. When college credit is awarded, it shall be counted for either training or education points, whichever is to the advantage of the applicant.
- D. Class titles and certification requirements identified in the Career Development Program may be modified by the California State Fire Marshal (CSFM) and equivalent classes will be accepted. Fire Department management staff will verify that the completed classes meet current State Fire Marshal standards prior to submission to Human Resources.
- E. Incentive program payments will be effective the pay period following the date the application is received in the Human Resource Division.

#### 1.02.02 Career Development Program (Suppression Personnel)

Basic Level (Level 1)	\$175.00 per month
Intermediate Level (Level 2)	\$325.00 per month
Intermediate Level Plus A.A. or A.S. Degree (Level 3)	\$400.00 per month
Advanced Level (Level 4)	\$440.00 per month
Advanced Level Plus B.A. or B.S. Degree (Level 5)	\$600.00 per month

**Basic Level (Level 1):** To be eligible for this level, Fire members must complete each of the following requirements:

- Successfully complete initial probationary period with the Mountain View Fire Department; and

- Meet Santa Clara County qualifications to operate as an EMT-D or EMT-P as verified by Fire Department management staff; and
- The classification of Firefighter, Firefighter/Paramedic, Firefighter/HazMat, Firefighter/Paramedic/HazMat, Fire Engineer, Fire Engineer/Paramedic, Fire Engineer/HazMat, Fire Engineer/Paramedic/HazMat, must maintain a valid driver's license to operate firefighting vehicles, as approved by the California Department of Motor Vehicles

**Intermediate Level (Level 2):** To be eligible for this level, Fire members must complete each of the following requirements:

- Minimum of four (4) years of experience with the Mountain View Fire Department and continue to meet all the requirements of the Basic Level; and
- Qualified to work in the next higher ranks as shown below and agree to do so when asked to:
  - Firefighter to Fire Engineer
  - Firefighter/Paramedic to Fire Engineer/Paramedic
  - Firefighter/HazMat to Fire Engineer/HazMat
  - Firefighter/Paramedic/HazMat to Fire Engineer/Paramedic/HazMat

(Refusal will result in an employee being disqualified from the Intermediate Level of compensation); or regular assignment to the rank of Fire Engineer; and
- Completion of Core Training as follows:
  - Successfully complete five classes from the CSFM California State Fire Training Certification track for Fire Officer or Company Officer.

And in addition to the above,

- A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

<b>Years of Service with MVFD</b>	<b>Training/Education Points</b>
<b>4</b>	<b>30</b>
<b>6</b>	<b>20</b>
<b>8</b>	<b>5</b>

**Note:** Completion of Acting Captain certification and agreement to work in that capacity may be substituted for 10 training/education points.

**Intermediate Level Plus A.A./A.S. Degree (Level 3):** To be eligible for this level, Fire members must complete each of the following requirements:

- Meet all above requirements for the Intermediate Level; and
- A.A./A.S. Degree (from an accredited college or university).

**Advanced Level (Level 4):** To be eligible for this level, Fire members must complete each of the following requirements:

- Minimum of eight (8) years with Mountain View Fire Department and continue to meet all requirements of the Basic Level; and
- Qualified to work in the next higher ranks shown below and agree to do so when asked to:
  - Firefighter to Fire Captain
  - Firefighter/Paramedic to Fire Captain
  - Firefighter/HazMat to Fire Captain/HazMat
  - Fire Engineer to Fire Captain
  - Fire Engineer/Paramedic to Fire Captain
  - Fire Engineer/HazMat to Fire Captain/HazMat
  - Fire Captain to Battalion Chief

(Refusal will result in an employee being disqualified from the Advanced Level of compensation); and

- Completion of Core Training as follows:
  - Completion of CSFM Fire Officer 1 or Company Officer Certificate; or
  - Effective July 2017, completion of the coursework required to obtain the Company Officer Certificate and in addition to the above,
  - A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

<b>Years of Service with MVFD</b>	<b>Training/Education Points</b>
<b>8</b>	<b>25</b>
<b>12</b>	<b>10</b>

**Note:** Completion of Acting Captain or Battalion Chief certification may be substituted for 10 training/education points.

**Advanced Level Plus B.A./B.S. Degree (Level 5):** To be eligible for this level, Fire members must complete each of the following requirements:

- Must meet all above requirements for the Advanced Level; and
- B.A./B.S. Degree (from an accredited college or university).

#### 1.02.03 Career Development Program (Deputy Fire Marshal)

Basic Level (Level 1)	\$175.00 per month
Intermediate Level (Level 2)	\$325.00 per month
Intermediate Level Plus A.A. or A.S. Degree (Level 3)	\$400.00 per month
Advanced Level (Level 4)	\$440.00 per month
Advanced Level Plus B.A. or B.S. Degree (Level 5)	\$600.00 per month

**Basic Level (Level 1):** To be eligible for this level, Deputy Fire Marshal must complete each of the following requirements:

- Successfully complete initial probationary period with the Mountain View Fire Department; and
- Successfully complete:
  - CSFM Fire Investigator 1A; and
  - POST PC 832; and
  - CSFM Fire Prevention 1A or Fire Inspector 1A and 1B

**Intermediate Level (Level 2):** To be eligible for this level, Deputy Fire Marshal must complete each of the following requirements:

- Minimum of four (4) years of experience with the Mountain View Fire Department and continue to meet all the requirements of the Basic Level; and
- Completion of Core Training as follows:
  - CSFM Fire Investigator 1B; and
  - CSFM Fire Prevention Officer 1B and 1C or Fire Inspector 1C and 1D; and in addition to the above,
- A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

<b>Years of Service with MVFD</b>	<b>Training/Education Points</b>
<b>4</b>	<b>30</b>
<b>6</b>	<b>20</b>
<b>8</b>	<b>5</b>

**Intermediate Level Plus A.A./A.S. Degree (Level 3):**

- Meet all above requirements for the Intermediate Level; and

- A.A./A.S. Degree (from an accredited college or university).

**Advanced Level (Level 4):** To be eligible for this level, Deputy Fire Marshal must complete each of the following requirements:

- Minimum of eight (8) years with Mountain View Fire Department and continue to meet all requirements of the Basic (Level 1) and Intermediate (Level 2); and
- Qualified to work in the next higher rank and agree to do so when asked to.

— Deputy Fire Marshal to Fire Marshal

(Refusal will result in an employee being disqualified from the Advanced Level of compensation); and

- Completion of Core Training as follows:
  - Completion of CSFM Fire Investigation Classes: 2A and 2B (Deputy Fire Marshal); and
  - Completion of CSFM Fire Prevention Classes: 2A, 2B, and 2C (Deputy Fire Marshal) or Fire Inspector 2A, 2B, 2C and 2D; and, in addition to the above,
- A combination of years of experience with the Mountain View Fire Department and training/education.

Training/education points as follows:

<b>Years of Service with MVFD</b>	<b>Training/Education Points</b>
<b>8</b>	<b>25</b>
<b>12</b>	<b>10</b>

**Note:** Completion of Acting Fire Marshal Certification (to be developed) may be substituted for 10 training/education points (Deputy Fire Marshals).

**Advanced Level Plus B.A./B.S. Degree (Level 5):** To be eligible for this level, Deputy Fire Marshal must complete each of the following requirements:

- Must meet all above requirements for the Advanced Level; and
- B.A./B.S. Degree (from an accredited college or university).

Members transferring from Suppression Division at the Advanced Level shall have a three-year grace period after promotion to allow time to achieve higher-level qualifications.

#### 1.02.04 List of Approved Courses

##### California State Fire Marshal Approved Courses

- All classes associated with the following CSFM Professional Certification Tracks are approved:
  - Chief Fire Officer
  - Chief Officer
  - Company Officer
  - Fire Apparatus Driver/Operator Pump
  - Fire Apparatus Driver/Operator Aerial
  - Fire Apparatus Driver/Operator Tiller
  - Fire Apparatus Driver/Operator Wildland
  - Fire Apparatus Driver/Operator Water Tender
  - Fire Inspector I
  - Fire Inspector II
  - Fire Investigator I
  - Fire Investigator II
  - Fire Officer
- All classes associated with the following CSFM course categories are approved:
  - Command Courses
  - Driver/Operator Courses with the exception of:  
Basic Emergency Vehicle Operations and Basic Pump Operations
  - Fire Fighting/Rescue Courses



- Incident Command Courses
- ICS-All Risk Courses
- Instructor Courses
- Investigation Courses
- Management Courses with the exception of: Fire Service Supervision: Increasing Personal Effectiveness, Fire Service Supervision: Increasing Team Effectiveness, and Volunteer Fire Service Management
- Prevention Courses
- Technical Rescue Courses

The Fire Chief reserves the right to add courses approved by the California State Fire Marshal.

### 1.03 Out-of-Class Pay (See Also “Acting As” Section 9.06)

#### 1.03.01 Eligibility

Represented members shall be eligible for out-of-class pay only after completion of appropriate training and after certification by the Fire Chief pursuant to the City’s out-of-class pay policy.

#### 1.03.02 Condition when Applicable

Out-of-class pay shall be applicable only after four (4) hours or more of a shift is worked in a higher classification than the regular classification. Out-of-class will be paid for all hours in paid status during that shift (including paid leave) at the premium pay as set forth in Section 9.06.01 of this MOU Acting As position. The four (4) hour minimum does not apply for employees working out-of-class on an overtime shift.

### 1.04 Hours of Work

#### 1.04.01 Fire Suppression

Fire Suppression personnel shall work a 3-platoon, 48-hour period, comprised of two consecutive 24-hour shifts. The 24-hour shift shall commence at 0800 hours and continue through to 0800 hours the following day. Fire Suppression personnel shall work a 56-hour average workweek.

#### 1.04.02 Fire Captain—Training

The Fire Captain—Training position will work a 40-hour average workweek, with the option of working a flexible schedule at the discretion of the Fire Chief. The meal breaks for members working in this position will be paid. In the event a 56-hour average workweek is desired in the future Local 1965 and the City will meet and confer over the impacts of modifying the schedule prior to implementation.

#### 1.04.03 Fire Prevention

Fire prevention personnel shall work a 40-hour average workweek, with the option of working four 10-hour workdays, five 8-hour workdays, or 80 hours over nine workdays (9/80) at the discretion of the Fire Chief. Members will be entitled to a 30-minute unpaid, duty-free meal period during each regular work day. Employees on their meal break are subject to emergency recall in the same manner as any off-duty fire suppression personnel.

#### 1.05 Bilingual Pay

Effective the first pay period ending July 2007, qualified represented members will be eligible for bilingual pay at \$100 per month for conversational level skills (Level 1) and \$200 per month for advanced fluent skills (Level 2). To qualify, employees must be tested for fluency as prescribed and certified by the Assistant City Manager or his/her designee. Testing procedures and skill levels of proficiency for Levels 1 and 2 shall be determined by the Assistant City Manager and Fire Chief or his/her designee. This may include such specialized communications skills, including sign language.

The Fire Chief shall have the discretion to determine the relevant language skills that are necessary to respond to the community's needs. Those languages shall be identified with assistance from personnel overseeing the City's Community Outreach Program. Currently, the recognized languages are Russian, Spanish, Mandarin Chinese and Cantonese Chinese.

Eligibility requirements/qualifications for Level 1 (conversational) and Level 2 (fluent) bilingual pays will be determined by the Assistant City Manager in consultation with the Fire Chief. Testing will be administered

by the Assistant City Manager or his/her designee through the Berlitz Institute. For those employees tested for conversational/functional language skills (Level 1), at a proficiency level of 1 to 3, compensation will be paid at \$100 per month. For those employees tested at a proficiency Level 4 or above, which is the advanced fluency language skills (Level 2), compensation will be paid at \$200 per month.

#### 1.06 Paramedic Specialty Pay for Fire Captains

1.06.01 Effective the first pay period ending in July 2017, a maximum of six (6) Fire Captains who maintain their Paramedic Certification will be eligible for Paramedic Specialty Pay equivalent to 7.5% of top step Firefighter pay. To qualify, employees must hold the rank of Fire Captain, hold a current and unexpired Paramedic License from the State of California, and hold a valid and unexpired paramedic accreditation from the Santa Clara County Emergency Medical Services System.

1.06.02 Captains receiving Paramedic Specialty Pay are expected to assist in mentoring and training new paramedics and to provide support services to the primary paramedic at an incident where emergency medical services are being provided. Captains receiving Paramedic Specialty Pay may be called upon to act as the primary paramedic in incidents where other personnel holding the paramedic rank are already occupied performing emergency duties.

1.06.03 Captains receiving Paramedic Specialty Pay will not be counted towards minimum Paramedic staffing. However, a Captain receiving Paramedic Specialty Pay may fill an assignment as a Paramedic. Captains receiving Paramedic Specialty Pay who work an assignment as a Paramedic will be paid based on their regular rate of pay (including Paramedic Specialty Pay).

When a Captain receiving Paramedic Specialty Pay is working a regular shift he or she may be assigned to fill a vacant paramedic position. This practice will be limited to one occurrence per Captain receiving Paramedic Specialty Pay per pay period.

#### 1.07 Specialty Pay for Training Captain

Effective the first pay period ending in July 2017, the Fire Captain assigned to department training shall receive 13% specialty pay during such assignment.

#### 1.08 Compensatory Time Accrual Caps for Deputy Fire Marshals

Effective July 1, 1995, the maximum compensatory time accrual cap for represented Deputy Fire Marshal personnel shall be eighty (80) hours. If a represented member reaches his/her compensatory time accrual cap, the member will cease to accrue additional compensatory time until their compensatory time balance is once again below the cap. Employees will be paid at the overtime or emergency overtime rate for time worked in excess of 40 hours that is not recorded as compensatory time.

The parties will jointly procure an opinion from Ice Miller, LLP, to include both (1) an assessment of the risk of constructive receipt based on an employee's decision to earn compensatory time and (2) options to mitigate that risk. Upon receipt of that opinion, this MOU will reopen on the subjects of overtime and compensatory time off as these subjects relate to constructive receipt and the parties will meet and confer over options to address constructive receipt. Should Ice Miller, LLP, not be available to commence work on the opinion by November 2017, the parties will mutually choose the tax counsel to conduct this study with the above outlined parameters.

Either party may release the final opinion from tax counsel to outside parties and may request separate analyses from tax counsel at their own expense for use in negotiations with other groups.

### 2.00 TUITION REIMBURSEMENT

Effective the first pay period ending in July 2017, members shall be eligible to receive reimbursement for tuition, books, fees, etc., up to \$2,000 per fiscal year, when members pursue approved departmental educational goals. This reimbursement program shall be administered by the Human Resources Division, and all rules and regulations of the program are outlined in the City Administrative Instruction 13.4.

In addition to the annual \$2,000 benefit, with no lifetime maximum, for completion of individual college courses or training courses which an employee may take without pursuing a college degree, effective June 21, 2015, employees

are eligible to receive up to \$10,000 per fiscal year with a \$20,000 lifetime maximum if they enroll in and complete accredited college coursework required to obtain a job-related bachelor's or master's degree or approved leadership program. Completion of the degree or leadership program is required to obtain the full \$20,000 benefit. Administrative Instruction 3-06 will govern the process for applying for tuition reimbursement benefits.

Employees who completed accredited college coursework in Fiscal Year 2013-14 and Fiscal Year 2014-15, applied for and received reimbursement under the City's tuition reimbursement program and completed the degree in either Fiscal Year 2013-14 or Fiscal Year 2014-15 are eligible to receive up to a maximum of \$20,000 reimbursement for the costs of the degree program.

## 2.01 Driver's License

The Fire Department will only pay the difference between a Class C driver's license and a driver's license required to operate firefighting equipment, as approved by the California Department of Motor Vehicles (DMV), and will reimburse the employee only with proper receipt from the DMV.

Physical examination, if required for a driver's license to operate firefighting equipment, shall be paid for by the employee.

The City will handle violations and infractions resulting in suspension/restrictions of the employee's driving privileges on a case-by-case basis. Disqualification of driving privileges by operation of AB 3049 will not result in automatic termination or discipline.

### 2.01.01 Pull Notice Policy

The Pull Notice Program is designed to provide notification to the City of convictions, accidents or actions taken against licensed drivers holding a commercial or restricted driver's license, such as the license required to operate firefighting equipment. When a Pull Notice (DMV Driver Report Information Form) is received by the Human Resources Division regarding a suspension, revocation or restricted license, the following process shall be implemented:

1. A phone call will be made the same day to the driver's supervisor or department head.

2. The DMV record will be sent the same day to the department head in a confidential envelope.
3. The supervisor will immediately discuss the license suspension, revocation or restriction with the employee and a representative from the union, if the employee chooses to have representative, and give the employee oral and written instructions regarding limitations or prohibitions of that employee's operations of City vehicles.
4. If the employee feels that the information is invalid, the employee and his/her department head or Human Resources Division is responsible for obtaining proof of the error and shall be restricted from operating City vehicles until an acceptable proof to the City's satisfaction is obtained that the license is not suspended, revoked or restricted or that the employee may drive with acceptable City restrictions. This information is to be brought immediately to the Human Resources Division by the department head if not already in the possession of the Human Resources Division. In cases where deemed appropriate by the supervisor or department head, the employee will be granted reasonable administrative time to resolve the problem.
5. If an employee fails to inform his/her supervisor in writing and verbally by the following business day or before his/her return to duty of the suspended, revoked or restricted driver's license, the employee's supervisor or department head will discuss disciplinary action with the Human Resources Division. Any disciplinary action will be administered through provisions outlined in disciplinary actions procedure in the Current MOU (Sections 9.12 and 9.13). Disciplinary action may include oral counseling/warning, a written warning/reprimand, suspension, demotion or outplacement/termination. Any City employee in the Pull Notice system who fails to provide timely notice to his/her supervisor shall be notified in writing of intended disciplinary action for not reporting that his/her license has been suspended, revoked or restricted by the DMV.

6. If an employee does not have the appropriate valid California driver's license to perform his/her duties, he/she may be terminated, demoted, suspended, decreased in steps, reassigned or subject to other appropriate disciplinary action as set forth in the Current MOU with the Union, policies, codes and department procedures, and as determined by the department head and Human Resources Division. The action taken may be according to business and service needs and functions of the City.

### **3.00 UNIFORM AND SAFETY EQUIPMENT**

#### **3.00.01 Uniforms**

The City shall provide uniforms at the time of appointment consisting of:

- |        |                        |
|--------|------------------------|
| 3 pair | Uniform Pants          |
| 3      | Uniform Shirts         |
| 1      | Belt w/Buckle          |
| 1 pair | Safety Boots           |
| 1      | Uniform Jacket (Red)** |
| 1      | Class "A" Uniform Hat* |
| 1      | Class "A" Uniform Tie* |
| 1      | Name Tag 1 Badge**     |
| 1      | Hat Badge**            |

\* Required for Firefighter Academy

\*\*Issued after completion of Academy

After successful completion of probationary period, the City will provide in addition to above sets of uniforms:

- |        |   |
|--------|---|
| 1 pair | Uniform Pants                                       |
| 1      | Uniform Shirt                                       |
| 1 pair | Class "A" Uniform Pants*                            |
| 1      | Class "A" Uniform Shirt                             |
| 1      | Class "A" Uniform Jacket with appropriate insignias |

\* Or utilize uniform day pants

The City shall replace uniforms for represented classification on an as-needed basis due to normal wear and tear. The City will also replace uniforms damaged or destroyed during emergency operations.

The cost of cleaning and maintenance of all safety clothing, day uniforms, Class "A" uniforms shall be borne by the City and administrated at the Fire Department level.

3.00.02 Optional Clothing for Deputy Fire Marshals

During special events (i.e., Art and Wine Festival), optional Uniform Shorts may be worn with prior approval.

3.00.03 Personal Safety and Protective Equipment

The City shall provide one complete set of safety equipment and clothing that meets or exceeds all standards required by law at the time of appointment consisting of:

- 2 Turnout Pants/Jackets
- 1 pair Turnout Boots
- 1 pair Suspenders
- 1 Helmet
- 1 Spanner
- 2 pair Gloves
- 2 Hoods
- 1 Personal MSA Mask
- 1 Flashlight
- 1 Hose Strap

These programs shall be administered at the Fire Department level.

The City shall furnish and thereafter maintain at no cost to the employee all respiratory apparatus and other protective equipment, such as personal alarm devices, necessary to preserve and protect the safety and health of Firefighters.

All protective equipment shall meet the standard, whether existing or promulgated during the term of this agreement that provides the highest level of worker protection under all standards required by law.



Only personnel who have been trained and certified by the manufacturer or applicable Federal agency shall be permitted to perform maintenance and/or repairs on self-contained breathing apparatus.

All uniform and safety equipment remains the property of the City and shall be required to be returned on demand.

#### 3.00.04 Uniform Allowance

Represented members shall receive an allowance of \$4.00 per pay period beginning the first pay period ending in September 1994 (which begins August 28, 1994) for purchase of department-approved tennis shoes, shorts, sweat suits, hats and/or T-shirts. The Fire Department's Uniform Policy shall be amended to include guidance regarding appropriate in-station uniform attire after 5:00 p.m. and enforcement authority of company officers and Battalion Chiefs to require members to replace worn or damaged uniform items.

### 3.01 Safety and Health

#### 3.01.01 Introduction to Safety and Health

The City agrees to meet all State standards required by law for the safety and health in the Fire Department in order to eliminate as much as possible: accidents, deaths, injuries and illnesses in the fire service.

#### 3.01.02 Fire Department Safety Review Committee

The Safety Review Committee (SRC) is established to investigate and identify the cause of accidents and to take necessary action to ensure the safety of Fire Department personnel. The SRC shall consist of the Shift Training Captains, one member from each of the other divisions and one member from the Union. The Battalion Chief or Suppression personnel shall serve as chairperson.

The SRC shall convene on a quarterly basis throughout the year. Special meetings may be called as necessary.

The SRC may, at their discretion, ask the injured party and/or the supervisor or manager to attend the meeting should further details of the accident be needed. The SRC's actions and recommendations will be recorded on the accident report form. A copy of this report will be returned to the injured party through the supervisor or manager.

The SRC may review and recommend to the Fire Chief any new equipment or other safety procedures, whether or not related to an accident. The SRC may also research areas of safety as directed by the Fire Chief.

#### 3.01.03 Firefighter Safety and Health Training

The City shall provide all employees with all legally mandated training in regards to safety and health problems of the work environment and the use and proper maintenance of protective equipment, protective clothing, respiratory apparatus and all other protective devices. The City agrees to provide a continuing program of safety and health education for all employees to develop an ongoing safety awareness aptitude. In the event of the introduction of new technology or other changes in work processes, the employees affected shall be fully trained in all the health and safety aspects of the new procedure, work process or equipment.

#### 3.01.04 Testing of Aerial Devices

The City agrees to pay for the inspection and testing of the structural integrity and safety of aerial devices using current standards required by law or manufacture's recommendation testing procedures, whichever is more restrictive, by an independent testing company other than the original manufacturer prior to the acceptance of a new aerial apparatus and at least once every year thereafter. Copy of the test results shall be supplied to each member of the safety and health committee.

#### 3.01.05 Medical Surveillance

The City agrees to develop and implement, where legally mandated, a program of systematic medical testing for potential work-related illnesses or disabilities which may arise because of

the nature of the work process and the exposure of the employees to dangerous substances. The program shall be carried out without cost to the employee during normal working hours. All medical records shall be kept confidential from the employer, except upon written consent of the employee.

#### 3.01.06 Nonliability for Safety and Health

The City shall indemnify and hold harmless the Union and its International, committees, officers, agents, representatives and employees, from any and all claims and suits from damages for personal injuries, including death, arising from or growing out of any alleged occupational safety and health hazards, including any claims against the Union and its International, committees, officers, agents, representatives or employees for alleged actions or failure to act.

### 4.00 FLSA OVERTIME

The City will continue to use a 24-day work period for the calculation of FLSA overtime. Bargaining unit members' regular pay will be based on 192 hours in a 24-day work period.

Additionally regularly scheduled FLSA overtime pay (at one-half the member's regular hourly rate) compensates a member for up to 10 regularly scheduled hours worked above the 182 hours of straight time worked in the 24-day work period

The 2.75 percent pay previously provided for in Section 4.00 of the MOU as in-lieu compensation will remain in base pay for all bargaining unit members and be included in the Salary Table under Section 1.00. The scheduled July 2010 cost-of-living adjustment was previously reduced by 1.0 percent (an estimated \$125,000) to offset FLSA costs moving forward (from 4.2 percent to 3.2 percent). If there is any change in or interpretation of the law that affects FLSA overtime calculations as referenced herein, the parties agree to meet and confer on a method of compensation.

#### 4.00.01 Regular Rate of Pay

The below calculation is for a 7(k) exempt 24-day work period.

Regular Rate of Pay = hourly rate of pay + applicable pay types (all other remunerations as specified in 29 USC Section 207 and calculated pursuant to 29 CFR Section 778.113) (e.g., applicable Section 207 pay types/192 hours).

Hourly Rate = biweekly base salary/112 hours or biweekly base salary x 26 (pay periods)/15.1667 (number of 24-day work periods in a year, 364 days/24)/192 hours.

#### 4.00.02 FLSA Regularly Scheduled Overtime

For FLSA scheduled overtime, hours worked shall be defined as follows: FLSA Regularly Scheduled Overtime = "Regular Rate of Pay" x .5 x hours earned up to 10 hours based on a 24-day work period.

The City will calculate FLSA (regularly scheduled) overtime pay based on actual hours worked, in accordance with the FLSA and the Department of Labor definition of what is considered "compensable hours of work" (also known as "sweat time"), except that for purposes of this provision of determining entitlement to FLSA overtime pay for regularly scheduled overtime:

- 4.00.02.01 The following leaves shall also be counted as hours worked: Bereavement Leave, City-Granted Leave, Jury Duty, Rest Period, Leave for Training/Seminar/Conferences, Fire Union Leave, Other Union Leave, Fire Training, Paramedic Training, Paramedic Meetings, Meetings, Vacation, Floating Holidays and Workers' Compensation Leave for Doctor's Appointments.
- 4.00.02.02 The following leaves shall not be counted as hours worked: Sick Leave, Military Leave, Administrative Leave, Disciplinary Leave, Workers' Compensation Leave for other than Doctor's Appointments and Unpaid Leave.
- 4.00.02.03 The parties must meet and confer on the inclusion of any new leaves or any leaves not addressed in this provision as hours worked.

4.00.03    Suppression Overtime Worked by Employees on 40-Hour Schedule

Personnel regularly scheduled to work 40-hours per workweek, who work any portion of a suppression shift, will be paid for the hours worked on the suppression shift based on the suppression shift rate of pay for their classification.

4.00.04    All Other Overtime Outside of Regularly Scheduled Hours

All other overtime worked outside of regularly scheduled hours will be paid at time and one-half of a member's "regular rate of pay" excluding Out-of-Class pay.

Out-of-Class pay for 40-hour employees performing some shift work will be calculated as part of the FLSA look-back calculation for the 24-day cycle. Regular rate of pay will be calculated in accordance with look back provisions of FLSA for the 24 day cycle.

For all other overtime worked outside of regularly scheduled hours, all paid leave hours shall count towards regularly scheduled work hours.

4.01    Minimum Staffing

4.01.01    A minimum level of staffing in the Suppression Division shall be maintained at all times. When the staffing in the Suppression Division drops below the minimum, off-duty personnel shall be recalled in order to maintain the minimum level of staffing.

However, apparatus may be assigned to emergency incidents (depending on duration) in neighboring communities without initiating recall. One (1) on-duty engine company may attend training exercises, as long as the apparatus remains available, at any location within a 30-minute response time back to Mountain View. The 30-minute response time area will be determined in advance based on normal driving conditions without lights and siren. The crew must remain available to respond during the training exercise. The Battalion Chief will check with the neighboring agency that will be responding into the vacated district and ensure that they will be available for the length of time that the engine is out of the City. No other

apparatus will leave the City for training or other routine assignments while a company is at a training exercise in the 30-minute response time zone. If an apparatus must leave the City for mutual aid or auto aid while another company is training outside the City, the company on training will be recalled once the auto aid or mutual aid response is dispatched. If one of the four engines remaining is placed out of service, this would also initiate recall of the training company.

*Christmas Eve and Christmas Day*

In the event that one shift is scheduled to work both December 24th and 25th of the same year, the shift assigned to work on December 23rd will be reassigned to work on December 24th. The shift originally assigned to work December 24th will be reassigned to work on December 23rd.

- 4.01.02 The minimum daily staffing of the Suppression Division shall be 21 personnel distributed as follows:

One Battalion Chief; this position may be filled by the Fire Chief, Deputy Fire Chief, or Chief Training Officer for up to 40 hours per pay period.

Two personnel assigned to the Rescue.

Captain, Engineer and Firefighter assigned to each of the five engine companies with a minimum of one Firefighter/Paramedic or Fire Engineer/Paramedic.

Captain, Engineer and Firefighter assigned to the truck.

The Battalion Chief, Captain and Engineer's positions may be filled by personnel qualified to act in those positions.

Five of the on-duty Fire Suppression personnel shall be qualified hazardous materials technicians. In no case shall compliance cause on-duty staffing to be raised above the minimum staffing level.

The minimum daily Suppression complement will, therefore, be 21 personnel.

#### 4.01.03 Fatigue Rule

Individual employees shall be responsible for ensuring they get adequate rest between shifts. The Fire Chief, or designee, shall have the authority to deny an overtime shift or relieve an employee from duty if they believe that fatigue is negatively impacting the employee's ability to adequately perform his or her function.

#### 4.02 Minimum Staffing Overtime

In order to provide sufficient personnel to meet department objectives, it may be necessary to recall off-duty personnel. Nonemergency recall is required to maintain minimum staffing of 21 personnel or to provide personnel for nonemergency projects. Overtime recall shall be approved by the Battalion Chief. In order to maintain minimum staffing, normal recall may be done by the Captain responsible for recall prior to approval by the shift Battalion Chief. S/he is to make sure the recall is needed by checking scheduling software. When this is done, the Battalion Chief is to be notified when s/he arrives at the office in the morning. When the recall happens during the work shift, the Battalion Chief will be notified as soon as possible.

The Fire Marshal may approve overtime recall for personnel of the Fire and Environmental Protection Division.

Participation on the overtime recall list shall be optional for all personnel. Personnel may add or delete their names to the overtime recall list anytime during the year. However, when adding their names, they will be assigned the number of hours equal to the highest hour total on the list of their assigned shift and be placed at the bottom of that list (see recall procedure).

Personnel will be recalled on a basis of having the least amount of hours worked, regardless of rank. (EXCEPTION: When a Paramedic, Engineer, Captain or HazMat Team member is required, the next eligible person will be called.)

Seniority shall be the date of employment with the Mountain View Fire Department as per Section 9.04 of this MOU.

Up-to-date lists of all personnel in order of seniority shall be maintained in scheduling software. These lists will show the dates of any previous recall and the number of hours worked.

EXCEPTION: For the holidays of Thanksgiving, Christmas Eve and Christmas, the recall will be on a least-seniority-first basis regardless of place or participation on the overtime list.

The Captain responsible for recall shall first attempt to fill known vacancies utilizing the regular overtime procedure. This shall be done a minimum of seven (7) days to a maximum of ten (10) days prior to the holiday by the Captain responsible for recall. Individuals interested in working the holiday are to be signed up prior to 0900, ten (10) days before the holiday.

If the procedure fails to fill the shift staffing requirements for the holiday shift, the Captain responsible for recall shall contact persons in order of reverse seniority and require them to work mandatory overtime.

Mandatory recall for unexpected vacancies, such as sick leave or job-incurred injury leave, shall be made as needed following the procedure outlined in mandatory overtime procedure.

The first person called will be that person who has the least amount of cumulative overtime, most seniority where overtime is equal.

Those personnel who are on the shift which is on the middle two days of their four-day will be called first for overtime.

The person lowest in total hours worked will be called first for any overtime. If refused, the hours s/he would have worked would be charged to him/her anyway and the next person on the list will be called. (See exceptions to being charged hours.)

#### 4.02.01 Charging of Hours

Personnel who work overtime hours will be charged for those hours except as noted below:

- A. A person unable to be contacted when called will not be charged time. A person who lets the Captain responsible for recall know prior to being called that s/he will not be



available for recall will not be called and not charged with the time.

- B. Personnel working on a special department assignment shall not be charged time.
- C. Personnel who have worked, or have been offered and accepted, one overtime shift or 20 hours or more during a single four-day period may decline overtime without being charged. This shall also include exchange of days and payback time.
- D. Personnel who work 5 hours or less or refuse 12 hours or less will not be charged time, nor will it be recorded on the overtime log. Personnel who work more than 5 hours will be charged the full amount worked. Example: A person who works from 0800 to 1300 will not be charged. If a person works from 0800 to 1400, s/he will be charged 6 hours, and the hours will be added to his/her total on the overtime log.

When a person has been recalled for emergency recall, s/he shall not be charged time.

Personnel not on the overtime list who are mandatory recalled for minimum staffing overtime shall not be charged.

#### 4.02.02 Recalling for Emergency Sick Leave or Injury

Personnel recalled for emergency sick leave or injury will be that person who is first available using the recall list of those personnel who live close enough to be able to arrive on the job in the least amount of time. Personnel on the middle two days of their four-day shall be called first if they can respond in the required amount of time to meet the needs of the situation.

Criteria shall be determined by the needs of a particular emergency situation. As an example, if a person were seriously injured and unable to respond, the Captain responsible for recall would call personnel as close as possible to the station.

#### 4.02.03 Overtime Recalling

All overtime scheduling needed for both shifts of the next 48-hour period shall be conducted on the second shift of the previous set. The staffing officer may begin scheduling after 0900 hours. This includes all mandatory overtime assignments needed to complete staffing for the next 48-hour period. Anyone wishing to work overtime during the 48-hour period following their regularly scheduled shift must place their name on the overtime list by 0900 hours on the second day of their assigned shift.

As soon as it becomes known that additional recall will be needed, the next person in line for recall will be called. Should this be prior to 1800 hours on the day overtime is being scheduled and the person is not reached on the first call, continual contact will be attempted up to 1800 hours the day before the overtime will occur. After this time, contact will be attempted only once per person until someone is reached and available. When a person is needed immediately, personnel will be called in rotation until someone is reached regardless of time. If contact is made with the person on the top of the overtime list on the night prior to the needed overtime, s/he must accept or decline at the time of initial contact by the Captain responsible for recall.

If the Captain responsible for recall has contacted personnel to fill minimum staffing and someone higher on the list calls to place their name back on the overtime list, they will be considered next up. The person given the overtime originally will keep the assignment.

Once a 48-hour shift cycle has started no additional vacation or Floating Holiday leave requests will be granted without the Battalion Chief's approval. Such requests will only be considered if there are volunteers signed up to work on the overtime list or the person requesting time off can find someone to agree to place his/her name on the overtime list.

If personnel involved in Union or Department assignments/projects wish to be available for minimum staffing overtime recall, on the same day of the assignment/project, they should place their name on the overtime recall list as described in

section 4.02.03. After placing their name on the list, the individuals should contact the staffing officer immediately to advise him/her the hours they will be able to work. Scheduling will be done following the rule of the list. If required, the time the individual is involved with the Union or Department assignment/project will be back filled until the individual is able to return and complete the remainder of the minimum staffing overtime hours.

#### 4.02.04 Mandatory Recall

If the Captain responsible for recall is unable to contact sufficient personnel for recall to maintain minimum staffing on a voluntary basis, s/he shall contact personnel for mandatory recall on the off-going shift. Personnel shall be recalled on a reverse seniority basis. The shift going off duty is responsible for filling any mandatory recall hours for both 24-hour shifts of the next 48-hour period.

If two (2) or more persons are subject to mandatory recall during the 48-hour period being scheduled, the choice of assignments shall be first offered to the senior person(s), and will continue to be offered to the senior person(s) as staffing changes arise.

#### EXCEPTIONS:

1. Once recalled for mandatory overtime (any amount of hours), personnel shall be exempt from further recall for the remainder of the four-day for which they were mandatorily recalled as well as the following four-day.
2. Personnel on their vacation, Floating Holiday, off on exchange of days or other approved leave are not subject to mandatory recall during their leave. Leave shall include all contiguous day(s) prior to and the contiguous days following the scheduled day(s) off through the next regularly scheduled shift.
3. Persons having worked 96 consecutive hours.

#### 4.02.05 Assigning Hours (Placement on the Overtime (OT) List)

When a probationary person is assigned, they will be assigned the same number of hours as the person on that shift with the most hours. This places them at the bottom of the list. If a shift transfer is made during probation, it will be handled as any shift transfer will be. (See below.)

Personnel shift transfers for any reason will cause the person to be placed on that shift's list by previous position plus one hour. No hours will be transferred.

The Fire Captain - Training will be assigned to the overtime list of the last shift regularly scheduled. For the purpose of scheduling and tracking overtime, the Fire Captain - Training will be treated as if he/she is on that respective shifts' list. For example, if assigned to "A" shift prior to moving into training the Fire Captain - Training will remain on the "A" shift overtime list. If the Fire Captain - Training moves back to a regularly assigned shift, working a 56 hour average workweek, all procedures regarding movement and list placement within the MOU will apply.

When a Firefighter changes shifts for a permanent assignment, only those personnel permanently assigned to the shift of origin should be counted for purposes of list position when moving Firefighter to the new shift. Personnel on temporary shift assignment will not be included in the calculation. A temporary shift assignment is defined as seven (7) months or less

Personnel shift transfers known to be temporary in nature will be handled in the following manner.

- A. Prior to the move to the "Away" shift, the OT List hours from the "Home" shift will be manually recorded and retained.
- B. The accumulated OT hours worked on the "Away" shift will be manually recorded and retained.
- C. At the conclusion of the temporary assignment, the total number of "Away" shift OT hours will be added to the "Home" shift OT hours (see A). This sum will determine

placement for the returning Firefighter on the "Home" shift OT list.

#### OVERTIME LIST COMPACTION DURING SHIFT TRANSFER:

- D. In the case of compaction on the "Home" shift, all "Away" shift OT hours worked up to the date of compaction must be recorded. These hours, along with the hours recorded in "A," are then to be compacted and added together.
- E. All additional OT hours worked on the "Away" shift from date of compaction to the end of the temporary assignment will be recorded as a separate number and added to "D." This number will be used for placement on the "Home" list.

Personnel who take temporary assignments in the Fire and Environmental Protection Division or other temporary assignments will maintain their numerical position and will be put on an inactive Suppression recall list. When they return to Suppression, they will be granted the hours equal to their same current numerical position plus one.

#### 4.02.06 Maintaining of Records

When the accumulated hours of any person on his/her shift reaches 1,800 hours, the following procedure will take place:

Each individual's hours on that shift shall be reduced by 30 percent.

This will reduce that individual's hours to 1,260 and reduce each individual's hours on that shift accordingly.

#### 4.02.07 Suppression personnel recalled from home will receive a minimum of two hours overtime pay.

#### 4.02.08 Deputy Fire Marshals recalled for court or nonemergency duties from home will receive a minimum of three hours of overtime pay.

#### 4.03 Emergency Overtime

Emergency recall is the recall of personnel to cope with an emergency in progress. Emergency overtime recall shall be approved by the Duty Chief.

All off-duty personnel are subject to emergency recall when needed.

Personnel recalled for emergencies will be those persons who can respond in the required amount of time to meet the needs of the situation. Suppression personnel on the middle two days of their four-day will be called first if they can respond in the required time. This will be at the discretion of the individual making the calls.

Personnel recalled to duty on an emergency basis are considered on duty from the time they are contacted; thereby, they are covered by Workers' Compensation and the City's liability insurance policy when performing acts and duties that fall within the scope of employment and/or emergency response. However, this does not relieve personnel of their responsibility to operate within the law and with due caution.

Suppression personnel and Deputy Fire Marshals who are recalled due to an emergency will receive a minimum of two (2) hours of emergency overtime pay paid at double time.

4.03.01 Emergency overtime pay for Deputy Fire Marshals shall be determined as follows:

$$\text{Biweekly salary} / 80 \text{ hours} = \text{EHR}$$

$$\text{Emergency Overtime Rate} = \text{EHR} * 2$$

#### 4.04 Strike Team Pay/Staffing

Compensation for strike team (or equivalent) assignments shall be paid at time and one-half (1-1/2) overtime rate. A minimum of four personnel per engine shall be dispatched for a strike team assignment.

## **5.00 LEAVE**

### **5.01 Vacation**

#### **5.01.01 Vacation Accrual—56-Hour Workweek**

Effective the first pay period ending July 2007, all represented employees working a 56-hour workweek shall have their annual vacation accrual rate increased as follows:

Employees working a 56-hour workweek shall accrue vacation leave at the following rates:

<b>Year of Service Rate</b>	<b>Per Year</b>
Beginning of Year 1 through Year 5	6 Shifts
Beginning of Year 6 through Year 10	9 Shifts
Beginning of Year 11 through Year 15	10 Shifts
Beginning of Year 16 through Year 20	11 Shifts
Beginning of Year 21+	12 Shifts

Effective December 31, 2012, and June 30, 2013, maximum vacation accrual caps for all represented employees in Suppression will be as follows:

<b>Years of Service:</b>	<b>Cap as of December 31, 2012</b>	<b>Cap as of June 30, 2013</b>
0-5	440	400
6-15	540	500
16+	640	600

As long as a member's balance is below the maximum cap, their rate of accrual continues as described in section 5.01.01.

#### **5.01.02 Vacation Accrual—40-Hour Workweek**

Deputy Fire Marshals, or other represented members scheduled on a 40 hour average workweek, shall accrue vacation based upon the following years of service formula. For clarification purposes, the term days used in this chapter refers to eight (8) hour workdays. Years of service will be measured by the number of full years of service attained on the anniversary of

the employee's commencement of full-time employment with the City.

Beginning of the first year through fifth year:	12 days Annually
Beginning of the sixth year through ninth year:	17 days Annually
Beginning of the 10th year through 15th year:	22 days Annually
Beginning of the 16th year:	One (1) additional day per year to a maximum of 25 days Annually

Effective July 1, 2017, maximum vacation accrual caps for Deputy Fire Marshals or other represented members scheduled on a 40-hour workweek will be as follows:

<b>Years of Service:</b>	<b>Cap as of July 1, 2017</b>
0-5	280
6-15	350
16+	420

As long as a member's balance is below the maximum cap, their rate of accrual continues as described in section 5.01.02.

### 5.01.03 Vacation Conversion

When a member moves from a forty (40) hour work week assignment to a fifty-six (56) hour work week assignment or from a fifty-six (56) hour work week assignment to a forty (40) hour work week assignment, the conversion factor for vacation balance shall be as follows:

- a. 40-hour member to 56-hour member =  $56/40 = 1.40$   
conversion factor  
Example: 200 hours of vacation (40-hour member) =  $200 \times 1.4 = 280$  hours of vacation (56-hour member)
- b. 56-hour member to 40-hour member =  $40/56 = .714285714$   
conversion factor  
Example: 280 hours of vacation (56-hour member) =  $280 \times .714285714 = 200$  hours of vacation (40-hour member)



#### 5.01.04 Vacation Cash-Out

Effective July 2017, members are eligible to file an irrevocable election, in December of each year, to cash-out up to one hundred and twenty (120) hours of vacation for Suppression personnel and eighty (80) hours of vacation for Deputy Fire Marshals and other members scheduled on a 40-hour workweek, accrued in the payroll calendar year following the cash-out election. The cash-out shall occur yearly on a date, no earlier than pay period 22 but no later than December 31, as specified by Payroll. If the employee's vacation balance at the time of the cash-out is less than the hours elected, Payroll will cash-out the employee's remaining balance.

As part of the transition to the new vacation cash-out provision above, employees will be permitted to make an additional election during the December 2017 election period. In December 2017, employees may make an additional election to cash out up to one hundred and twenty (120) hours of vacation for Suppression personnel and sixty (60) hours of vacation for Deputy Fire Marshals and other members scheduled on a 40-hour workweek, which will be paid out in January 2018.

Vacation cash-out shall be administered in accordance with procedures set forth by the Finance and Administrative Services Department and IRS regulations, including exceptions for hardship. Members have the option of receiving cash or depositing vacation cash-out directly into their deferred compensation account, in accordance with IRS regulations.

#### 5.01.05 Vacation Scheduling and Usage

Up to four (4) personnel will be allowed off per shift. Personnel will select from the two of the four vacation slots by straight seniority. The remaining two vacation slots will be selected by seniority in rank. Personnel have the option to defer their pick from the straight seniority list to the seniority in rank list.

If a shift transfer occurs after the vacation list has been posted, the employee will be allowed to reschedule his/her vacation on the new shift within the date(s) previously scheduled.

Battalion Chief's vacation, authorized leave or management leave will not interfere or affect the Suppression Division vacation.

The total maximum number of personnel allowed off at the same time on vacation and Floating Holiday leaves shall be a maximum of five (5). The five personnel allowed off on leave may consist of any combination of up to four personnel on vacation and up to three personnel on Floating Holiday, with the total number of personnel on both leaves not to exceed five. For example, if four personnel have approved vacation, only one person on Floating Holiday will be allowed. If three personnel have approved Floating Holiday, only two personnel on vacation will be allowed.

#### 5.01.05.01 Vacation List

There will be two vacation lists. List "A" will indicate personnel in order of Fire Department seniority. List "B" will indicate personnel by seniority in rank.

#### 5.01.05.02 Vacation Selection Procedure

The straight seniority vacation (List "A") allows two (2) vacation spots per shift. Personnel by straight seniority may select one of the two slots for their vacation or they may choose to defer to the seniority in rank list.

Seniority in Rank List (List "B") allows two (2) vacation spots per shift. After everyone has had the opportunity to select vacation on the straight seniority list, those who choose to defer their vacation pick to the seniority in rank list may pick any open vacation block.

Once the vacation scheduling is completed, all days picked thereafter will be on a first-come basis.

#### 5.01.05.03 Vacation Cancellation

The open vacation day that is made available from a cancelled vacation shall be rung out by the rules of the list that the vacation was cancelled from (seniority versus seniority in rank lists). Fire personnel assigned to the shift with the opening shall have the first priority.

When time is unavailable due to late cancellation, the Captain responsible for daily staffing will notify all stations of the open vacation by 0800.

#### 5.01.05.04 Definitions

An "open day" is one that has one to four unscheduled vacation slot(s) available.

Seniority shall be the date of employment with the Mountain View Fire Department. See 8.09.02.02 of the MOU for the complete definition.

Employees hired on the same date shall be placed in seniority order by a letter designator (A, B, C, etc. by badge assignment).

Vacation leave shall include all contiguous day(s) prior to and the contiguous day(s) following the scheduled day(s) off.

### 5.02 Bereavement Leave

In the event of the death of any "immediate family member," employees will receive paid bereavement leave of three consecutive calendar days (two shifts for Suppression personnel) for each instance of death. "Immediate family" shall refer to the member's wife, husband, father, mother, sister, brother, children, stepmother, stepfather, stepbrother, stepsister, stepchildren, mother-in-law, father-in-law, grandparents, grandchildren and registered domestic partner.

Bereavement leave shall be at full pay and shall not be charged against the employee's accrued vacation or sick leave.

Request for additional leave in excess of three consecutive days shall be subject to the approval of the employee's department head and the Assistant City Manager and shall be taken as vacation leave or sick leave

#### 5.03 Floating Holiday

Effective January 1, 1999, the City agrees to provide represented employees with a Floating Holiday as specified in 5.03.01 and 5.03.02. This Floating Holiday will be a non-charged time off granted to represented employees. (This holiday replaces the Personal Leave Day.)

The total maximum number of personnel allowed off at the same time on vacation and Floating Holiday leaves shall be a maximum of five (5). The five personnel allowed off on leave may consist of any combination of up to four personnel on vacation and up to three personnel on Floating Holiday, with the total number of personnel on both leaves not to exceed five. For example, if four personnel have approved vacation, only one person on Floating Holiday will be allowed. If three personnel have approved Floating Holiday, only two personnel on vacation will be allowed.

5.03.01 Suppression personnel shall be compensated at a rate of 24 hours, to be taken in minimum increments of two hours.

5.03.02 Deputy Fire Marshals, or other employees scheduled on a 40 hour workweek, shall be compensated at a rate of 1 day (10 hours for 4/10 and 8 hours for 5/8).

#### 5.04 Sick Leave Usage and Accrual Rates

All represented 56-hour workweek classifications shall be charged 12 hours sick leave for the initial shift on sick leave for any given illness. Subsequent shifts for the same illness are charged at the rate of 24 hours per shift. Accrual rates and maximum accumulation remain at the current level. Accrual rate is 12 hours per month (5.52 hours per pay period).

#### 5.05 Sick Leave Incentive

All represented members on a 56-hour workweek (Suppression) will be paid 8 hours of vacation at their base rate of pay for each quarter that sick leave is not used on a quarterly basis (as determined by Payroll). Members on a 40-hour workweek will be credited with 6 hours of vacation for each quarter that sick leave is not used.

## 5.06 Time Off for Union Business

5.06.01 The City agrees to allow time off (authorized leave) for attendance at training seminars, conferences and other staff development programs for members of the Union's Board of Directors with the following limitations:

- A. No single Board member may use more than 72 hours of authorized leave at one time, nor more than a maximum of 120 hours for a one-year period.
- B. Requests for authorized leave shall be in accordance with the established Fire Department training/travel request procedures and shall be submitted at least twenty-four (24) hours prior notice to the requested authorized leave for participating in Union business. The request will be reviewed by the Fire Chief or his/her designated representative to determine if attendance at the program is beneficial to the City as well as to the Union organization. Authorized leave will only be granted if, in the sole discretion of the Fire Chief or his/her designated representative, it is determined that it will contribute to training or staff development for the City organization.
- C. Authorized leave will be granted only if the days on which it is scheduled will not require the recall of personnel to maintain minimum staffing. After the request is approved, no other leaves (other than sick leave and Workers' Compensation) will be scheduled which necessitate the recall of personnel to maintain minimum staffing.

## 5.06.02 Union Leave Fund

The City will convert 12 hours of vacation from each represented member's\* leave balance (4 hours for members scheduled on a 40-hour workweek) to a separate fund at the beginning of each fiscal year. This fund will be used to pay overtime cost created by Union board members attending Union activities. This program is restricted to 480 hours Union leave per fiscal year or the dollar amount remaining in the fund. Budgetary authority to charge overtime to this account resides with the Fire Chief and the total hours will be tracked by the

Fire Department's Executive Assistant. At the end of the fiscal year, the City will zero out the account and refund any unused moneys to the Union.

#### 5.06.03 Release Time for Negotiations

The City agrees to provide Mountain View Firefighter members that are on duty reasonable release time to participate in bargaining sessions with the City. Negotiations shall be considered duty time for Mountain View Firefighter members, and members on their days off will receive authorized leave time hour for hour. Mountain View Firefighter team members agree to provide their supervisors reasonable notice of requested release time. Use of authorized leave time will be at the discretion of the Fire Department.

\* Nonmembers will be on an optional basis.

#### 5.07 Exchange of Days

Personnel are granted exchange of workdays upon approval of their supervisor.

Where possible, personnel should exchange with other personnel who are capable of filling their position in order to minimize disruptions to department operations. Exchanges between Paramedic and non-Paramedic qualified personnel will not be approved if such an exchange would result in the number of Paramedics on a given day dropping below Paramedic minimum staffing as outlined in Section 4.01.02.

Minimal restrictions are placed upon the frequency of exchange of days under the provision that departmental operations and efficiency are not adversely affected.

Personnel agreeing to work for another employee accept full responsibility for filling that position on the date agreed.

It is recognized that exchange of days do occur between all classifications in the Suppression Division. To keep from having to restrict changes and also to provide direction for all shifts, the following procedure will be used when exchanges are made with personnel of different classifications.

#### 5.07.01 Procedure

Those personnel requesting a change of schedule shall do so on TeleStaff at least twenty-four (24) hours prior to the start of the requested shift trade. When personnel have a need for an exchange that could not be anticipated, the supervisor may grant approval on less than the required notice.

The employee requesting the exchange shall notify his/her supervisor that a request is pending in TeleStaff. This supervisor shall approve or disapprove the request. Three-way exchanges will be disapproved unless an extreme hardship exists and must be approved by the division manager. Final review and/or approval of the request is the responsibility of the division manager, who will normally delegate this to the Station 1 Company Officer.

When the employee scheduled to work the exchange goes on sick leave or Workers' Compensation for one or more work shifts prior to an exchange taking effect, s/he is to notify the department immediately and cancel the exchange of day.

This will not affect exchanges when the sick leave or Workers' Compensation takes place on the day of the exchange or when the off-duty employee is gone on extended leave and unable to be reached. In those situations, sick leave or Workers' Compensation will be charged to the employee who was to work the exchange.

Whenever possible, an employee will be used in his/her classification during the work shift.

This applies whether recalled for overtime or on exchange of days.

##### Example 1:

Captain working for a Firefighter on exchange of days will be assigned a Captain's position, if available, or on the Rescue if not available. There will be one Captain only on the Rescue. If none of the above positions are available, a Captain will work as a Firefighter.

Example 2:

Engineer working for a Firefighter or Captain will fill an Engineer position first, whenever possible.

Example 3:

A Firefighter, Firefighter/Paramedic or Engineer working an exchange for a supervisor (Captain) and qualified as acting supervisor will not receive "out-of-class" pay for working in the supervisor's position since they are the ones who created the opening. A Firefighter or Firefighter/Paramedic working an exchange for an Engineer and qualified as an acting Engineer will not receive "out-of-class" pay for working in the Engineer's position since they are the ones who created the opening.

Exchange of days will not affect overtime pay as it relates to FLSA.

## 5.08 Authorized Leave

Is leave with pay that will be granted by the City Manager or your department head for employees who attend professional conferences and meetings or to participate in some form or activity in the interest of the City.

### 5.08.01 Jury Duty

If you are called for jury duty, notify your supervisor immediately. During jury duty, the court will give you a Certificate of Jury Service to indicate time served. Give this certificate to your supervisor. If you deposit your jury duty pay (exclusive of payment for mileage) with the Finance and Administrative Services Department, you will then receive your regular pay. (Refer to "Jury Duty Procedure for Fire Suppression Personnel," General Order, Division II, Article 31 (Policy 802).)

### 5.08.02 Military Leave

An employee may be absent on military leave as authorized in Sections 395 through 395.8 of the Military and Veterans Code of California. You are required to furnish satisfactory proof to your department head, as far in advance as possible, that you must report to active duty.



### 5.08.03 Maternity Leave

The Assistant City Manager may grant each City employee wishing to utilize maternity leave the opportunity to continue the performance of regular duties as long as the employee is not medically disabled. The employee must provide written approval from a physician containing the date to which the employee may work and indicating the anticipated duration of the employee's disability. The employee must provide a written job description to the physician and the physician must take the actual job duties into consideration when issuing his/her approval. If light duty is available within the Fire Department, the employee may be assigned to such light-duty assignments. All of the provisions of this section apply to light-duty assignments as well as to regular work duties.

The Assistant City Manager may grant an employee an uncompensated maternity leave of absence for a period beginning with the last working day provided in Section 1, and ending no longer than six (6) months after the birth of the child.

An employee on maternity leave, as outlined in Section 2, may utilize any accrued vacation and/or management leave to receive regular compensation benefits during the maternity leave of absence. Pre-delivery sick leave usage may be utilized by providing a doctor's certification that a medical disability exists. Accrued sick leave may be utilized post-delivery provided that the employee provides a doctor's certificate that a medical disability exists.

If an employee chooses to return to work within six weeks after normal delivery or if any question exists regarding employee's physical ability to perform regular job duties because of medical complications, the Assistant City Manager may require the employee to provide a doctor's medical release verifying the employee's ability to perform such duties.

Any use of accrued vacation, management leave or sick leave hours must be approved by the Assistant City Manager prior to their utilization and will be paid continuously per the employee's regular work schedule. Such hours shall commence from the first day of maternity leave and shall continue until

such leave is exhausted. Approved leaves cannot be used to extend the six-month maximum unless there is a cause of medical disability.

If a medical disability exists which exceeds 60 days, the employee may request to be put on long-term disability in accordance with the City's Long-Term Disability (LTD) Insurance program. If the employee still has sick leave hours accumulated, these hours may be used to supplement LTD payments. In no case shall the employee receive payments in excess of regular compensation. The use of LTD for Mountain View Firefighters will be subject to the policy under which they are covered.

All requests for maternity leave shall be written and submitted to: (1) the employee's department head; and (2) the Assistant City Manager for final approval.

An employee on maternity leave must notify the department head and the Assistant City Manager in writing of the intent to return to the position at least 30 days prior to the expiration of the leave. Lack of this written verification shall be considered equivalent to a resignation at the end of the leave period.

All rights to reemployment will be terminated if the employee does not return to work within six months after the birth of the child unless there is a physician-verified disability which must be provided in writing to the Human Resources Division prior to expiration of the leave. If an employee does not return to work at the end of the physician's extension, reemployment shall be at the sole discretion of the department head and Assistant City Manager.

#### 5.08.04 Leave of Absence

A leave of absence without pay may be granted to any regular City employee for a period not exceeding one year. Such a leave is requested by the employee in writing and requires written approval of the department head and the Assistant City Manager.

Should you become a candidate for public office, you may request a leave of absence without pay, which will remain in effect during your candidacy.

#### 5.08.04.01 Reinstatement

An employee wishing to return to their original position at the end of their leave must notify the department head of their intentions at least 30 days prior to the expiration of their leave.

If an employee does not notify their department of their interest to return within 30 days prior to the expiration of the leave, this lack of notification will be considered equivalent to a resignation.

An employee remains eligible for reinstatement for one year after the expiration of their leave. If there are no vacancies during the one-year period, the employee would be terminated.

The returning employee would be eligible to resume employment in the next available vacant position of the classification in which they were employed.

A reinstated employee will return with full job rights and seniority with accruals continuing from the date of original employment. Benefits and accruals would be foregone during the period of leave. The returning employee would not serve a new probationary period.

The program is to be limited to a maximum of one year with no more than four employees City-wide being on leave simultaneously.

An employee must have been employed with the City a minimum of five years and must have had a good performance record to qualify.

All requests and approvals must be in writing and are at the discretion of the department head and

Assistant City Manager. The Assistant City Manager will be responsible for overall administration.

#### 5.09 Disability Leave

Whenever any employee sustains any injury or disability arising out of and in the course of his/her employment with the City, and by reason thereof becomes entitled to receive disability indemnity under provisions of the Workers' Compensation Insurance and Safety Act of the State of California or under any State law, the employee shall be granted leave of absence without loss of salary, hereinafter referred to as "4850 compensation leave," while such disability continues, but not exceeding one year for any injury or disability. "4850 compensation leave" shall be granted regardless of the accumulated sick leave balance credited to the employee and sick leave shall not be deducted from the employee's accumulated sick leave for each working day's absence so long as s/he is entitled to receive "4850 compensation leave."

Employees must provide a doctor's certificate to verify each absence on Workers' Compensation leave.

#### 5.10 Maximum Number of Personnel on Leave

The total maximum number of personnel allowed off at the same time on vacation and Floating Holiday leaves shall be a maximum of five (5). The five personnel allowed off on leave may consist of any combination of up to four personnel on vacation and up to three personnel on Floating Holiday, with the total number of personnel on both leaves not to exceed five. For example, if four personnel have approved vacation, only one person on Floating Holiday will be allowed. If three personnel have approved Floating Holiday, only two personnel on vacation will be allowed.

### 6.00 INSURANCE

#### 6.01 Transition to PEMHCA

Following a study jointly conducted by the MVFF and City of Mountain View (City), the parties have agreed that all represented sworn members will migrate to the CalPERS health system provided under the Public Employees Medical and Hospital Care Act ("PEMHCA") (Government Code Section 22750, *et seq.*). This migration will apply to unrepresented

sworn Fire employees and retired sworn Fire employees as well. The migration occurred March 1, 2014.

All represented sworn members will be covered by an equal contribution resolution which will apply to current and future represented sworn members, unrepresented sworn Fire personnel, and retired sworn Fire personnel. City contributions were mutually agreed upon during the joint study with the intent to include in the calculations all health only premiums for the Bay Area Region as well as the PORAC plan, so long as the PORAC plan is available in the bay area. Section 6.02.03 outlines the parties' intent with regard to City contributions. This language was modified in 2015 in the CalPERS PEMHCA contract, per advice from CalPERS.

#### 6.01.01 Cost Sharing

The migration to PEMHCA is the result of an extensive study jointly conducted by MVFF and the City between July 2012 and September 2013. The study made numerous assumptions, as identified in the August 26, 2013 final Bickmore report and the Assessment of Total Financial Impact of Migrating Active and Retired Sworn Employees to PEMHCA, dated September 6, 2013. Based on these assumptions and the ongoing contribution of 1.2 percent of salary toward the Retirees' Health Trust (see Section 6.06.2 below), MVFF and the City expect that the migration to PEMHCA alone will not increase overall costs to the City in the short or long term, compared to continuation of medical benefits through City-contracted insurance, and may provide net savings to the City. The net impact to the City was calculated in the study by considering the Annual Required Contribution (ARC) for retirees' health benefits for sworn employees; City costs for health premiums for active sworn employees; estimated new City costs for health premiums related solely to having a smaller group of insured individuals; City costs for vision for active sworn employees in Kaiser; and the value of sworn employee contributions toward the Retirees' Health Trust. These same factors will be used to determine the net impact of migration to PEMHCA as further discussed in Section 6.02.2.

#### 6.01.02 Reconciliation of Anticipated Savings to Actual Experience Following Migration

In Fiscal Year 2015-16, the City will evaluate whether the net savings anticipated in the Fiscal Year 2012-13 study have been realized. This study will use the same financial factors as identified in Section 6.01.2. If a net savings was not realized and instead net costs increased, this study will isolate the source of the increased costs to determine whether the migration to PEMHCA was a factor. In order to maintain consistency between the 2013 and 2015 studies, the City and MVFF agree it would be ideal for the 2015 study to be conducted by Bickmore, the firm which provided actuarial and consulting services for the 2013 study. The City will attempt to engage Bickmore for the 2015 study. Should Bickmore no longer be in business or unable to conduct the study, the City retains the right to choose the actuarial firm to conduct the 2015 study and, in that situation, would direct the firm to use the actuarial assumptions used in the 2013 study and further described below.

Based on the City's experience at the time of the study and advice of the consultant jointly hired by the City and MVFF, the Fiscal Year 2012-13 study made numerous assumptions in three main areas; key examples are provided here for illustration with the comprehensive list of assumptions provided in the study documents:

- The initial migration to PEMHCA (such as the health plans selected by employees and retirees, the level of dependent coverage, and enrollment by retirees eligible for health coverage under PEMHCA but not eligible for the City Retiree Health Program);
- The impact to City health plan premiums associated with having a smaller number of insured individuals, City costs for vision for active sworn employees in Kaiser, and the value of sworn employee contributions toward the Retirees' Health Trust; and
- Actuarial assumptions to project events and costs over time, as reflected in the ARC (Discount Rate, Mortality Rates, Termination Rates, Service Retirement Rates, Disability Retirement Rates, Medicare Eligibility,

Healthcare Trend, Participation Rates, Spouse Coverage, Dependent Coverage).

For the purpose of determining whether the City incurred net increased costs as a result of the migration to PEMHCA rather than obtaining net savings, the Fiscal Year 2015-16 study will compare the actual experience in migrating to PEMHCA to the assumptions made in the Fiscal Year 2012-13 study as follows:

- It will determine whether the initial migration to PEMHCA occurred as expected, specifically the health plans selected by employees and retirees, the level of dependent coverage, and enrollment by retirees eligible for health coverage under PEMHCA but not eligible for the City Retiree Health Program;
- It will clearly demonstrate the extent to which City health plan premiums changed solely as a result of having a smaller number of insured individuals, actual City costs for vision for active sworn employees in Kaiser, and the value of sworn employee contributions toward the Retirees' Health Trust; and
- It will determine whether the ARC changed as expected in the Fiscal Year 2012-13 study, by conducting a retiree health valuation as of July 1, 2015. It is understood that retiree health valuations conducted by the City in the future may use different actuarial assumptions than used in the Fiscal Year 2012-13 study based on the City's actual experience following migration, but for the purposes of the Fiscal Year 2015-16 study to assess the impact of migrating to PEMHCA, the same numerical actuarial assumptions related to Discount Rate, Mortality Rates, Termination Rates, Service Retirement Rates, Disability Retirement Rates, Medicare Eligibility, Healthcare Trend, Participation Rates, Spouse Coverage, and Dependent Coverage will be used as were used in the Fiscal Year 2012-13 study. The Fiscal Year 2015-16 study will also exclude the implicit subsidy liability, as was the case in the Fiscal Year 2012-13 study.

If both sworn Police and Fire employees migrate to PEMHCA, the study will identify the results for the two employee groups

separately; if only sworn Fire employees migrate to PEMHCA, the study will only assess results for sworn Fire employees. Any costs associated with this evaluation will be borne solely by the City.

MVFF and the City further agree that if the Fiscal Year 2015-16 study illustrates that the migration to PEMHCA resulted in higher net costs to the City in calendar years 2014 and/or 2015, rather than net savings, the parties will meet and confer over ways to pay for the higher costs. MVFF and the City agree to meet as quickly as possible to resolve this issue. If, within 60 days of the Fiscal Year 2015-16 study results being provided to MVFF, the parties are not able to agree on a method to pay for the increased costs in calendar years 2014 and/or 2015, the represented sworn members' 1.2 percent salary contribution toward the Retirees' Health Trust will increase up to a maximum of 2 percent in order to pay the cost over a five-year period, an approach to cost repayment which may be subsequently modified by mutual agreement between MVFF and the City. Unrepresented sworn managers would have the same obligation to repay costs experienced by the City in calendar years 2014 and/or 2015.

#### 6.01.03 City Contributions Toward Medical Premiums

Following migration to PEMHCA, initial City contributions for medical insurance premiums are established as follows:

- *For single-level coverage:* The City will pay the full premium for single coverage for full-time regular employees and eligible retirees for any plan, up to, but not exceeding, the single-coverage premium for the "Maximum" plan. The employee or retiree will pay the additional cost of any plan which has a higher monthly cost than the Maximum plan.
- *Dependent-level coverage:* The City will pay 92 percent of the total premium for the employee and his or her dependents, up to, but not exceeding, 92 percent of the two-party or family premium for the Maximum plan, respectively. The employee or retiree will pay the remaining premium, which will be at least 8 percent of the two-party or family premium; more if the plan selected has a higher premium than the Maximum plan.



- The “Maximum plan” for active employees and pre-Medicare retirees will be the plan with the third-highest health-only premium available in the Bay Area (Kaiser in 2014). For Medicare-eligible retirees, the “Maximum plan” will be the average of health-only premiums available in the Bay Area for “Supplement to Medicare” or “Combination” rates, depending on the plan selected by the retiree.

<b>Party Rate</b>	<b>Contribution</b>
1	100% of the third highest Single Basic (Party Rate 1) health-only premium available in the Bay Area
2	92% of third highest Two-Party Basic (Party Rate 2) health-only premium available in the Bay Area, or 92% of the premium enrolled, whichever is less
3	92% of third highest Family Basic (Party Rate 3) health-only premium available in the Bay Area, or 92% of the premium enrolled, whichever is less
4	100% of the average of all Single Medicare (Party Rate 4) health-only premiums available in the Bay Area
5	92% of the average of all Two-Party Medicare (Party Rate 5) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
6	92% of the average of all Family Medicare (Party Rate 6) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
7	92% of the average of all Two-Party Combination (Party Rate 7) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
8	92% of the average of all Family Combination (Party Rate 8) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
9	92% of the average of all Family Combination (Party Rate 9) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
10	92% of the average of all Two-Party Combination (Party Rate 10) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
11	92% of the average of all Family Combination (Party Rate 11) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less

12	92% of the average of all Family Combination (Party Rate 12) health-only premiums available in the Bay Area, or 92% of the premium enrolled, whichever is less
----	--

#### 6.01.04 PORAC Membership Fee

The parties agree that represented sworn members who choose health insurance plans offered by PORAC through CalPERS will pay the membership fee associated with PORAC plans, and that the City will not pay PORAC membership fees.

#### 6.02 Dental

Effective the first pay period ending July 2007, employees will contribute twelve percent (12%) of the portion of premium for dental benefits attributable to dependent coverage. The City will pay one hundred percent (100%) of the employee-only premium.

Contact the Human Resources Division for current dental premium rates.

#### 6.03 Retiree's Medical Effective March 1, 2013

With the migration to PEMHCA on March 1, 2013, all represented sworn members, unrepresented sworn Fire personnel, and sworn Fire retirees who meet the requirements established by PEMHCA will be eligible to receive retirees' health benefits provided under PEMHCA and will no longer be eligible to receive retirees' health benefits under the City's Retirees' Health Insurance Program. Any represented sworn members, unrepresented sworn Fire personnel, and sworn Fire retirees who do not meet the requirements established by PEMHCA will not be eligible to receive benefits under the City's Retirees' Health Insurance Program.

Members have elected to participate as a group in the Retirement Health Savings Account without any employer contributions subject to subsequent requirements and restrictions in IRS rulings, regulations, and opinions.

In consideration for allowing represented sworn members to migrate to PEMHCA, beginning with the first pay period in Fiscal Year 2012-13, all represented and unrepresented sworn members shall contribute 1.2 percent of salary toward the retiree health cost share. Should sworn POA members and sworn Police employees also migrate to PEMHCA, they too shall contribute 1.2 percent of salary toward the City's Retirees' Health

Trust. If the migration to PEMHCA is successful, and for as long as all sworn members remain with PEMHCA, all members shall continue contributing 1.2 percent of salary, on an ongoing basis, toward the City's Retirees' Health Trust to pay for or smooth future cost increases related to retirees' health. The Retirees' Health Trust will be administered by CalPERS. This contribution will be accomplished through a salary deduction and the City will make the deduction on a pretax basis to the extent permitted under State and Federal law. The City makes no representation as to the taxable nature of this deduction. The City and each employee shall retain liability for their respective tax obligations. The 1.2 percent retiree health contribution is in addition to the CalPERS pension cost share addressed in Section 7. The 1.2 percent retiree health contribution is an ongoing contribution separate from any increased contribution which may occur as a result of the provisions set forth in Section 6.02.02.

6.04 Disability Insurance (LTD)

Effective the first pay period ending July 2007, the City shall contribute to the Union \$35.00 per month per represented employee. The Union shall place the \$35.00 per month per employee into a separate account.

6.05 Vision Care (After March 1, 2013 Migration to PEMHCA)

The City will provide full coverage for covered services and/or materials when members go to participating ophthalmologist, optometrist, or optician of Medical Eye Services of California or other negotiated plan. Benefits are limited if members go to a nonparticipating care provider. See brochure provided by the City for details.

The vision plan shall provide for a comprehensive examination and one (1) pair of lenses and a standard frame (or contact lenses in lieu of lenses and frames) in any consecutive 12 months. Allowances for services under this plan are outlined in the plan brochure or by contacting the Human Resources Division.

6.06 Life and Accidental Death and Dismemberment Insurance

Effective November 1, 1998, the City shall pay the premium for all regular employees for life insurance coverage equal to \$50,000 or five times the employee's annual salary to a maximum of Six Hundred Thousand Dollars (\$600,000), at the employee's option. Included in this insurance is Accidental Death and Dismemberment (AD&D) coverage. See Group

Insurance Summary Plan for information regarding dismemberment benefits. This benefit may be continued at the employee's cost after separation.

#### 6.07 Job-Related Physician Visits

The City has prearranged qualified medical facilities to provide quality and prompt medical care to injured employees. If, after 30 days of care by an employer-directed physician, a member is for any reason dissatisfied, s/he may select your own doctor. Members may request this change by contacting Risk Management or the City's claims administrator.

In lieu of an employer-directed physician, State law allows members the right to see their personal physician immediately following an accident. Members are required to make this request in writing and have it on file with the Risk Manager before the date of the injury. For this purpose, "personal physician" is defined as a doctor or chiropractor (not both) who, before the injury, directed the medical treatment of the employee and maintains the employee's medical records. The member's personal physician must be within a reasonable geographical area and must be willing to abide by the specific requirements set forth by State law for health-care providers who wish to care for individuals injured on the job.

If the member's personal physician is not immediately available, the member should not wait until his/her physician is available but go immediately for treatment at a designated facility.

#### 6.08 Employee Assistance Program

The City will provide an assistance program to employees and their immediate families. This licensed counseling service provides assistance and referrals for marriage and family problems, alcohol and drug dependency, depression, crisis/emergency counseling and other concerns. All counseling services are confidential. Counseling sessions are free for the first five visits per year; employees begin paying towards the cost thereafter.

#### 6.09 Section 125 – Flexible Benefit Plan

Effective January 1, 1999, the following qualified benefits are available to represented members under the City's Flexible Benefit Plan: Premium Contribution Plan, Medical Expense Reimbursement Plan and Dependent Care Plan.

Effective January 1, 2018, the maximum allowed annual member contribution to the health care reimbursement account (medical expense reimbursement plan) is Two Thousand Five Hundred Dollars (\$2,500) and the maximum allowed annual member contribution to the dependent care reimbursement account is Five Thousand Dollars (\$5,000).

## **7.00 PERS**

### **7.00.01 Philosophy**

In entering into this agreement, the City of Mountain View and Mountain View Firefighters, Local 1965 ("MVFF") have worked together to find ways to help contain the City's costs for salary and benefits. An important part of employee compensation is the provision of retirement and health benefits. MVFF have worked with the City in the past to ensure that retirement benefits were financially sustainable by MVFF members contributing a portion of their salary to fund employer pension costs. Since Fiscal Year 2002-03 MVFF members paid the normal employee contribution of 9% of their salary to PERS, and an additional ongoing cost share towards PERS, in order to reduce the employer contribution for enhanced pension benefits. In Fiscal Year 2010-11, the ongoing cost share was 4.366% of salary, and an additional temporary cost share of 3.2% of salary (scheduled to expire with the expiration of the June 30, 2012 MOU), in order to help with the City's budgetary concerns. This agreement increases this practice, with additional member contributions to the CalPERS retirement system on an ongoing basis. In addition, MVFF have offered an important new mechanism to help fund retiree health benefits by having members contribute to the retirees' health trust in the first year of this agreement, with those contributions continuing if the parties agree to join the CalPERS health system. To further assist with budgetary concerns, MVFF also support structural changes to the City's medical insurance plans and to vacation benefits.

The City of Mountain View acknowledges the important steps taken by MVFF to continue to address long-term compensation costs. The City further acknowledges that the savings represented by the contract exceed the request made of MVFF for compensation cost containment for FY 2012-13: the City

requested that MVFF reach a target of approximately \$165,000 in structural compensation cost containment. The structural and medical cost savings associated with this contract are estimated at \$250,000-\$550,000 in structural savings from the bargaining unit with the possibility of substantial additional savings depending on whether the City migrates to the CalPERS health system provided under the Public Employees Medical and Hospital Care Act ("PEMHCA") (Government Code §22750, *et seq.*), and therefore whether MVFF contributions to the retiree's health trust become ongoing (structural), versus one-time, savings. The City appreciates the efforts made by MVFF to address both short- and long-term financial concerns.

7.00.02 Pension Contributions for Represented Members on 3 Percent at 50 (3@50) Pension Formula

The following summarizes the history and sets forth the current status of the PERS Cost Share for represented members on the 3@50 pension formula:

**Creation of the PERS Cost Share and Implementation of the 4 Percent Cap (max 13 percent Employee Share)**

The parties acknowledge the PERS Employer Rate may increase or decrease from year to year based on the PERS actuarial valuations. In the interest of sharing potential future pension cost increases associated with the 3@50 benefit, the Union agreed to pay 50 percent of the PERS Employer Rate above 16.268 percent. Subsequently, the employee contribution was capped at a maximum of 4.0 percent additional contribution by employees towards the 3@50 enhanced benefit. The cost share has always been in addition to the employee-paid PERS Member Contribution of 9.0 percent.

**FY 2009-2010— Addition of the Alternate Death Benefit for Local Fire Members Credited with 20 Years or More of Service and the Pre-Retirement Option Settlement 2 Death Benefit (max 13.366 percent Employee Share)**

Effective July 2009, the City began providing the Alternate Death Benefit for Local Fire Members Credited with 20 years or more of service and the Pre-Retirement Option Settlement 2 Death Benefit. Consistent with the City's philosophy on

enhanced benefits, the Union agreed to pay the full cost of the Alternate Death Benefit for Local Fire Members Credited with 20 years or more of Service and the Pre-Retirement Option Settlement 2 Death Benefit. The cost of the benefit when implemented represented an increase in the PERS Employer Rate of .366 percent.

**FY 2010-2012 Temporary 3.2 Percent Additional Cost Share (max 16.566 percent Employee Share)**

While in the middle of a four (4) year contract, the City requested assistance in balancing its 2010 budget. Willing to help, the Union agreed to redirect a scheduled 3.2 percent cost-of-living adjustment to be applied on a pretax basis towards the PERS Employer Rate as an employee cost share. This additional 3.2 percent cost share of the PERS Employer Rate became effective July 2010 and was intended to sunset and cease on the last pay period ending in June 2012.

**FY 2011-2012 – PERS Contract Amendment to Convert Cost Share to Member Contribution**

In accordance with the Side Letter Agreement Number 1 amending the July 1, 2007 through June 30, 2011 Memorandum of Understanding between the City and Union, a PERS contract amendment was ratified which converted the up to 4.0 percent ongoing cost share associated with the 3@50 enhanced retirement benefit and the .366 Alternate Death Benefit for Local Fire Members Credited with 20 years or more of Service and the Pre-Retirement Option Settlement 2 Death Benefit (total of up to 4.366 percent) from a contribution to the PERS Employer Rate to a contribution to the member's account. This change was effective with the pay period ending August 20, 2011. The amount of the Member Contribution was calculated based on 50.0 percent of the PERS Employer Rate above 16.268 percent (up to a maximum of 4.0 percent) for the 3@50 enhanced retirement benefit plus .366 percent for the Alternate Death Benefit for Local Fire Members Credited with 20 years or more of Service and the Pre-Retirement Option Settlement 2 Death Benefit. The temporary 3.2 percent cost share described above was not included in the PERS contract amendment and was credited as a PERS Employer Contribution rather than the Member Contribution. Under the terms of the PERS contract

amendment in which the cost share for enhanced benefits is credited to the member's account, the City must notify PERS each April of the amount of the Member Contribution for the following year (July-June).

**FY 2012-2013 and Ongoing—Expiration of the 3.2 Percent Temporary Cost Share and Additional 2 Percent Ongoing Cost Share (max 15.366 percent Employee Share)**

In the spring of 2012, the City again requested assistance from the Union to balance its budget. Effective with the first pay period ending in July 2012, the Union agrees to increase the cost share associated with the 3@50 enhanced retirement benefit by up to 2.0 percent, to a maximum of 6.0 percent, based on contributing 50.0 percent of the amount between 16.268 percent and 28.268 percent of the Equalized Employer Rate (defined below). The parties acknowledge that the Union's intention in providing the additional 2% cost share was to reduce the cost of the existing retirement benefit sufficiently that the City would not see a need to tier the retirement formula for new hires. When adding the cost of the Alternate Death Benefit for Local Fire Members Credited with 20 years or more of Service and the Pre-Retirement Option Settlement 2 Death Benefit (.366 percent), the maximum total employee contribution for enhanced benefits will be 6.366 percent, in addition to the employee-paid PERS Member Contribution of 9.0 percent.

The agreed-upon additional 2.0 percent cost share will be effective the first pay period ending in July 2011. If required by PERS, the City will amend its cost-share agreement with PERS as soon thereafter as possible so that the additional 2.0 percent will be credited as a Member Contribution.

**FY 2015-2016 and Ongoing—Additional 2.0 Percent Ongoing Cost Share (max 17.366 percent Employee Share)**

In the first pay period ending in July 2015 Local 1965 members will receive a 2.0 percent COLA. Effective with the first pay period ending in July 2015, the Union agrees to increase the cost share associated with the 3@50 enhanced retirement benefit by up to 2.0 percent, to a maximum of 8.0 percent, based on contributing 50.0 percent of the amount between 16.268 percent and 32.268 percent of the Equalized Employer Rate (defined



below). When adding the cost of the Alternate Death Benefit for Local Fire Members Credited with 20 years or more of Service and the Pre-Retirement Option Settlement 2 Death Benefit (.366 percent), the maximum total employee contribution for enhanced benefits will be 8.366 percent, in addition to the employee-paid PERS Member Contribution of 9.0 percent.

#### 7.00.03 PERS Employer Rate

The PERS Employer Rate consists of a combined rate for Public Safety, which includes all Police and Fire public safety employees. Therefore, the PERS Employer Rate provided annually by PERS is adjusted to reflect Fire employee contributions including the up to 4.0 (increasing to 6% once the additional 2% cost share is reported to PERS as a member contribution in April of 2013) percent converted cost share of the PERS Employer Rate and the .366 percent Fire Alternate Death Benefit for Local Fire Members Credited with 20 years or more of Service and the Pre-Retirement Option Settlement 2 Death Benefit. Recognizing that Fire payroll represents approximately 45.0 percent and Police payroll represents approximately 55.0 percent of total public safety payroll, the City will calculate an "Equalized Employer Rate" for purposes of calculating the employee contribution above the 16.268 percent. The calculation process is described below.

#### 7.00.04 Calculation of Equalized Employer Rate

To determine the employee cost share (credited as an increased Member Contribution) for the following fiscal year, the City will calculate the Employer's Equalized Rate as follows:

Based on the annual payroll reported to PERS for the most recent fiscal year, determine the ratio of the total Fire payroll to the total public safety payroll. Multiply the Fire payroll percentage by the increased member's contribution for that fiscal year for the enhanced retirement benefits (total contribution will be a maximum of 6.366 percent for combined enhanced benefits once the additional 2% cost share is reported to PERS as a member contribution in April of 2013), and add this to the rate provided by PERS for the following fiscal year.

For example, for Fiscal Year 2012-13:

1. PERS provided a combined public safety Employer Rate of 28.132.
2. The annual Fire payroll reported to PERS for Fiscal Year 2010-11 represented 44.71 percent of total public safety payroll.
3. Multiply 44.71 percent by the current fiscal year increased Member Contribution of 4.366 percent = 1.952 percent.
4. Add the additional 1.952 percent to the PERS Employer Rate of 28.132 percent for an adjusted PERS Employer Rate of 30.084 percent.
5. Calculate the weighted average of the enhanced survivors benefit for Police and Fire:
  - a. Fire enhanced survivor's benefit rate of .366 percent.
  - b. Police enhanced survivor's benefit rate of .148 percent.
  - c. Multiply each of the above by their proportionate annual payroll reported to PERS (for Fiscal Year 2010-11 the percentages are 44.71 percent and 55.29 percent for Fire and Police respectively).
  - d. Determine the rate for the combined enhanced survivor's benefit.  $44.71 \text{ percent} \times .366 \text{ plus } 55.29 \text{ percent} \times .148 = .245 \text{ percent}$ .
6. The Equalized Employer's Rate is:
  - a. Adjusted rate of 30.084 percent less the weighted average enhanced survivor's benefit rate of .245 = the Employer's Equalized Rate of 29.839 percent

The calculation for the Employer's Equalized Rate will be modified in the future if the Police cost share is credited as a Member Contribution.

7.00.05 Examples

**The cost-sharing formula is illustrated by the following examples:**

1. If the difference in the Equalized Employer Rate and the rate of 16.268 percent is 12.0 percent: The Equalized Employer Rate is 28.268 percent. Deducting 16.268 percent, the difference is 12.0 percent. Therefore, the total Fire employee rate would be 15.366 percent, as calculated below.

9.0%	Normal Member Contribution
6.0%	Half of the 12 percent difference between 28.268 percent and 16.268 percent Equalized Employer Rate
<u>0.366%</u>	Cost for survivor benefit
<u>15.366%</u>	Total cost share, credited to Member Contribution

2. If the difference in the Equalized Employer Rate and the rate of 16.268 percent is greater than 12.0 percent: The Equalized Employer Rate is 29.838 percent. Deducting 16.268 percent, the difference is 13.570 percent. Because the cost share amount is capped at 6.0 percent, the total Fire employee rate would be 15.366 percent, as calculated below.

9.0%	Normal Member Contribution
6.0%	Maximum 6% cost share amount, although half of 13.570, the difference between 29.838 percent and 16.268 percent Equalized Employer Rate, is 6.785
<u>0.366%</u>	Cost for survivor benefit
<u>15.366%</u>	Total cost share, credited to Member Contribution

3. If the difference in the Equalized Employer Rate and the rate of 16.268 percent is less than 12.0 percent: The Equalized Employer Rate is 24.268 percent. Deducting 16.268 percent, the difference is 8.0 percent. Therefore, the total Fire employee rate would be 13.366 percent.

9.0%	Normal Member Contribution
4.0%	Half of the 8 percent difference between 24.268 percent and 16.268 percent Equalized Employer Rate
<u>0.366%</u>	Cost for survivor benefit
<u>13.366%</u>	Total cost share, credited to Member Contribution

The same calculation methodology applies for FY 2015-16 and FY 2016-17. In FY 2015-16, the maximum employee contribution will be 17.366 percent, and in FY 2016-17, the maximum employee contribution will be 19.366 percent.

7.00.06 Pension Contribution for Represented Members on the 2.7 percent at 57 (2.7@57) Pension Formula

This section establishes the pension contribution for represented members on the 2.7@57 pension formula. This formula was established by the Public Employee Pension Reform Act of 2013 (PEPRA). It went into effect January 1, 2013 and imposed a new pension formula and minimum employee contribution for represented members hired after January 1, 2013 who met criteria established in the legislation. In accordance with PEPRA, represented members on this formula must pay at least 50 percent of normal cost of their pension. For FY 14-15 half the normal cost is 11.25 percent of salary.

In an effort to help contain pension costs, represented members on the 2.7@57 pension formula agree to a 2.0 percent of salary cost share in FY 15-16. These cost shares will be in addition to the employee-paid PERS Member Contribution of 50 percent of normal cost beginning July 1, 2015, and in addition .366 percent of salary pension contribution which is associated with the Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service (Section 21547.7) and the Pre-Retirement Option 2 Death Benefit (Section 21548). The combined employee contribution will not exceed 13.616 percent.

The total represented member pension contributions for the period of July 2014 – June 2017 are provided below.

**Effective July 6, 2014**

	<b>"Standard" Employee Contribution</b>	<b>Employee- Paid Survivor benefit</b>	<b>Cost Share (Employee Share of Employer Contribution)</b>	<b>Maximum Total Paid by Employee**</b>
3@50	9.0%	.366%	6%	15.366%
2.7@57	11.25%*	.366%	0%	11.616%

**Effective Pay Period Including July 1, 2015**

	<b>"Standard" Employee Contribution</b>	<b>Employee- Paid Survivor benefit</b>	<b>Cost Share (Employee Share of Employer Contribution)</b>	<b>Maximum Total Paid by Employee**</b>
3@50	9.0%	.366%	8%	17.366%
2.7@57	11.25%*	.366%	2%	13.616%

**Effective Pay Period Including July 1, 2017**

	<b>"Standard" Employee Contribution</b>	<b>Employee- Paid Survivor benefit</b>	<b>Cost Share (Employee Share of Employer Contribution)</b>	<b>Maximum Total Paid by Employee**</b>
3@50	9.0%	.366%	8%	17.366%
2.7@57	10.50%*	.366%	2%	12.866%

- \* Under PEPPRA, employees on the 2.7@57 pension formula are required to pay at least half the normal cost of their pension. This amount is 10.50% of salary for 2017 but may change in the future.
- \*\* This is the maximum employee contribution. If the normal cost for the 2.7@57 formula increases beyond 22.5%, requiring the employee to pay more than 11.25% to contribute half the normal cost, the amount of the employee-paid employer contribution (cost share) will decrease proportionately so that the total employee contribution will terminate at 13.616%. For example, if at any time half the normal cost is 12.25% plus .366% for the survivor benefit for a total of 12.616%, the cost share amount would be 1% to reach a total employee contribution of 13.616%. If at any time half the normal cost decreases such that the total employee contribution, if the prior cost share were continued, would drop below 13.616%, then the cost share amount will increase proportionately but would not exceed 2%.

#### 7.01 PERS Employee-Paid Member Contribution

Payment of the employee-paid portion of PERS paid by the employee will be made by payroll deduction each payroll period. Deductions will be made pre-taxed as provided under IRS Code Section 414(h). The City has adopted Resolution No. 14249A, providing for employer pickup of PERS contributions that permits member contributions to be made on a pretax basis. The City has consulted outside legal counsel with expertise in tax law regarding the ability to deduct on a pretax basis the employee cost shares required by the MOU but which are not eligible to be credited as an employee contribution in an amendment to the City's contract with PERS. The City has been advised that these deductions can be made on a pretax basis and is doing so.

#### 7.02 Single Highest Year

For all represented employees on the 3@50 pension formula, the City agrees to provide the employee retirement benefits based on the highest single year (12 highest paid consecutive months) per PERS Contract Section 20024.2.

### 7.03 Military Service Credit

A member may elect to purchase up to four (4) years of service credit for any active military or merchant marine service prior to employment. This benefit applies only to active members while in employment with an employer providing this benefit contract option. PERS Contract Section 21024.

### 7.04 Credit for Unused Sick Leave (20965)

Effective January 1, 1994, the PERS contract was amended to allow unused accumulated sick leave at the time of retirement to be converted to additional service credit. The unused sick leave reported to PERS is the amount remaining after payment is made per Section 8.02.4 of the Personnel Rules and Regulations. PERS Contract Section 20965.

### 7.05 Third-Level 1959 Survivor Benefits

Third-Level 1959 Survivor Benefits are provided. PERS Contract Section 21573.

### 7.06 Payment for Unused Sick Leave

Upon regular retirement or disability retirement, payment shall be made to the employee for unused sick leave for years of continuous service as a probationary and regular employee according to the following schedule:

0 to 10 years of service	No Payment
10 to 15 years of service	20 percent
15 to 20 years of service	35 percent
20 to 25 years of service	55 percent
25 + years of service	80 percent

Payment for unused sick leave shall be limited to an accumulation of 960 hours for 40-hour per week employees, and to 1,440 hours for 56-hour per week employees. Employee will be paid at his/her current rate of pay.

Upon death of an employee, irrespective of years of service, full payment of unused sick leave shall be made to the employee's beneficiary.

#### 7.07 Payment for Unused Vacation

Upon severance of an employee from service, all accrued vacation leave not in excess of the limits prescribed may be paid in one lump sum or, upon request of the employee and approval of the department head and Assistant City Manager, used to extend the termination date.

#### 7.08 Pre-Retirement Option 2 Death Benefit

Represented members covered by Pre-Retirement Option 2 Death Benefit (Section 21548) have agreed to pay the full cost of this contract option which is funded over a 20-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment. It is the understanding that the members are responsible for the cost of this amendment option. The cost remains the obligation of the employee unless and until changed by the parties through the meet-and-confer process.

As of November 2014, CalPERS describes this benefit in the Optional Benefits Listing Handbook as follows: The spouse or domestic partner of a deceased member who was eligible to retire for service at the time of death may elect to receive the Pre-Retirement Option 2W Death Benefit in lieu of the lump sum Basic Death Benefit. The benefit is a monthly allowance equal to the amount the member would have received if he/she had retired for service on the date of death and elected Option 2W, the highest monthly allowance a member can leave a spouse or domestic partner.

#### 7.09 Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service

Represented members covered by Alternate Death Benefit for Local Fire Members Credited with 20 or More Years of Service (Section 21547.7) have agreed to pay the full cost of this contract option which is funded over a 20-year amortization period. It is understood by the parties that there is no cost to the City for this contract amendment. It is the understanding that the members are responsible for the cost of this amendment option. The cost remains the obligation of the employee unless and until changed by the parties through the meet and confers process.

As of November 2014, CalPERS describes this benefit in the Optional Benefits Listing Handbook as follows: The surviving spouse, domestic partner, or eligible children of a deceased firefighter member who is



credited with 20 or more years of CalPERS covered service and whose death occurs while in the employ of a local agency contracting for this benefit may elect to receive the Alternate Death Benefit in lieu of the lump sum Basic Death Benefit or the 1957 Survivor Benefit. If the member had not attained minimum retirement age at the time of death, the Alternate Death Benefit is calculated based on the member's total service credit with all employers (including the service credit earned while in the employ of the agency contracting for this benefit) as though the member had retired at age 50 and elected Option 2W. Option 2W provides the highest monthly allowance to a beneficiary.

If the member had attained minimum retirement age at the time of death, the benefit is calculated as though the member retired on the date of death (from the employing agency and all previous CalPERS covered employers) and elected Option 2W. If the deceased firefighter had not attained the minimum retirement age at death and had service credit with previous CalPERS agencies, the cost of the Alternate Death Benefit will be the liability of the employing agency, except for a partial offset of costs resulting from a transfer of the member's contributions from all previous employers to the employing agency. The increase in liability not offset by this transfer will be paid by the agency contracting for this benefit and employing the member on the date of his/her death. If the deceased firefighter had attained minimum retirement age at death, the increased cost of the benefit (regardless of whether the member has service credit with another CalPERS employer) is the liability of the agency contracting for this benefit and employing the member on the date of his/her death.

## **8.00 MISCELLANEOUS**

### **8.01 Drug and Alcohol Policy**

(To be developed through negotiations.)

### **8.02 Residency Requirement**

All restrictions with regard to location of members' residence are eliminated.

### **8.03 No Labor Action**

The Union agrees to the essential nature of services provided by its members in protecting the public safety. It is further agreed that neither Union nor its officers, agents or members shall cause, sanction or take part

in any "labor action" against the City of Mountain View or when on duty with the City of Mountain View. For purposes of this provision, the term "labor action" shall mean any strike, work stoppage, slowdown, picketing on behalf of any of the foregoing, respecting of a picket line, concerted use of sick leave, concerted submission of resignations, interference with operations, failure or refusal to faithfully perform job functions and responsibilities (whether within Mountain View or in providing assistance to another public agency), or other similar activity.

In addition to whatever other remedy may be available to the City at law or in equity, violation of any provision of this article by the Union shall be cause for City terminating this Agreement upon the giving of written notice to this effect to the Union. In addition to whatever other remedies may be available to the City at law or in equity, violation of any of the provisions of this article by any Firefighter shall be just cause for the immediate discharge of that Firefighter. No Firefighter shall receive any portion of his/her salary or benefits while engaging in activity in violation of this article.

#### 8.04 City Rights

Management rights shall include, but not be limited to, the following:

- A. To manage the City generally and to determine issues of policy.
- B. To make the factual determinations which are the basis of a management decision.
- C. To determine the necessity and organization of any service or activity conducted by the City and expand or diminish services.
- D. To determine the nature, manner, means and technology and extent of services to be provided to the public.
- E. To determine methods of financing.
- F. To determine types of equipment or technology to be used.
- G. To determine and/or change the facilities, methods, technology, means, organizational structure and size and composition of the work force and allocate and assign work by which the City operations are to be conducted; except that "nonprofessional" shall not be used to meet minimum staffing requirements for emergency

fire responses. A “nonprofessional” for this purpose is a person who has not passed the Mountain View Fire Department check-off sheet and the proficiency skills test.

- H. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions, including, but not limited to, the right to contract for or subcontract any work or operation of the City; except that the City will not contract out fire suppression (except to another public agency) without first complying with Section 3500 and following of the Government Code.
- I. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments upon reasonable notice.
- J. To lay off employees according to seniority (per Section 9.04 of this MOU) from duties because of lack of work or funds, or under conditions where continued work would be ineffective or nonproductive.
- K. To establish and modify productivity and performance programs and standards.
- L. To discharge, suspend, denote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for causes.
- M. To determine minimum qualifications, skills, abilities, knowledge levels, selection procedures and standards, job classifications and to reclassify employees.
- N. To hire, transfer, promote and demote employees for nondisciplinary reasons in accordance with applicable resolutions and codes of the City.
- O. To determine policies, procedures and standards for selection, training and promotion of employees.
- P. To establish reasonable employee performance standards, including, but not limited to, quality and quantity standards; and to require compliance therewith.
- Q. To maintain order and efficiency in its facilities and operations.

- R. To determine the appropriate staffing levels for the functions, facilities and equipment of the Fire Department. It is not the intent of the City to reduce the level of resources used in fire suppression, but the City wants the flexibility to consider, develop and implement new programs, procedures and equipment for fire suppression. If the City proposes to implement a reduction in existing staffing levels, it shall, prior to implementation, meet and confer in an effort to reach mutual agreement. If agreement is not reached, the matter may be resolved in accordance with Government Code Section 3500 *et seq.*
- S. To establish and promulgate and/or modify rules and regulations to maintain order and safety and health in the City which are not in contravention of this Agreement.
- T. To restrict the activities of an employee organization on municipal property and/or on municipal time as set forth in law and City policy.
- U. To take any and all necessary action to carry out the mission of the agency in emergencies as determined by the City Council or the City Manager.

The Union expressly and specifically agrees that except to the extent that the City's rights are expressly limited by the terms of this Agreement, the Union waives any and all of its rights to meet and confer on any of the City's rights. If the exercise of these rights directly affects wages, hours or terms and conditions of employment, the City will meet and confer on the effects of its actions. The Union agrees that the City may first exercise its rights before meeting and conferring on the effects of the exercise of its rights. The agreement to meet and confer over the effect of the exercising of a City right shall not in any way impair the right of the City to exercise and implement any of its rights.

#### 8.05 Contracting Out

If the City decides to contract out City services to an outside vendor, the City agrees to meet and confer over the impact of contracting out these services.

#### 8.06 Prevailing Rights

All rights, privileges, and working conditions enjoyed by the employees at the present time which are not included in this Agreement shall remain in full force, unchanged and unaffected in any manner, during the term of this Agreement unless changed by mutual consent.

#### 8.07 Third-Party Neutral

All management rights, powers, authority and functions, whether heretofore or hereinafter exercised, shall remain vested exclusively with the City. No third-party neutral shall have the authority to diminish any of the management rights which are included in this section. This section is not a limitation on the employee appeal process as set forth in Section 10, "Appeals," of the Personnel Rules and Regulations and is not a limitation on the impasse resolution process set forth in Section 11, "Resolution of Impasses," of the Employer-Employee Relation Resolution 8629.

#### 8.08 Cooperation

The Union pledges cooperation to the increasing of departmental efficiency and effectiveness.

#### 8.09 Reduction in Force (Layoff) Policy

##### 8.09.01 Purpose

To establish layoff procedures to be implemented when the City determines that a reduction in force is to occur because of a material change in duties or organization or because of a shortage of work or funds in the department or the City. It is understood that the preferred means of reducing staff is through attrition. The City agrees to meet with the Union to discuss alternative to layoff.

##### 8.09.02 Policy

##### 8.09.02.01 Order of Layoffs

When one or more employees in the same classification in a City department are to be laid off, the order of layoffs shall be as follows:

- A. Provisional employees in inverse order of seniority;
- B. Probationary employees in inverse order of seniority; and
- C. Regular employees in inverse order of seniority.

8.09.02.02 Definition of Seniority

Seniority shall be determined by continuous service in the Mountain View Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking upon completion of their initial training before assignment to shift. Time served as a probationary employee and/or as a provisional employee in a regular position shall be included in determining seniority. Seniority shall be retained but not accrued during any approved unpaid leave of absence.

If an employee with five or more years of service with the City of Mountain View Fire Department terminates from City service and returns within one year from the date of separation to the Fire Department, previous years of service with the City's Fire Department will be counted toward seniority for the purposes of layoff only. This provision will apply only prospectively from the date this policy is effective.

8.09.02.03 Notification of Layoff

Employees to be laid off shall be given written notification of such action at least 30 calendar days before the effective date of the layoff.

Within 15 calendar days of notification of layoff, employees who wish to be reassigned in lieu of layoff will notify the City of their intention to exercise one of the options as outlined in Section 8.09.02.04 (Reassignment) or Section 8.09.02.05 (Displacement – Bumping).

8.09.02.04 Reassignment

In lieu of layoff, the City may offer employees whose positions are subject to elimination the opportunity to transfer to a vacant position in the City without having to go through a testing process. The employee must possess the required education, experience and training or a demonstrated ability to perform the job duties.

8.09.02.05 Displacement (Bumping)

Employees identified for layoff that have seniority (bumping) rights to equal or lower-paying classifications within the representation unit must declare their intention to exercise these rights at least 14 calendar days prior to layoff otherwise bumping rights will automatically terminate. In addition, employees exercising the right to a lower classification shall be required to sign a voluntary demotion form. Bumping shall not occur outside the division that the employee is employed in except that an employee subject to layoff who during the 36-month period immediately previous to layoff date held other classifications anywhere in the representation unit shall be allowed to exercise seniority to bump employees in such other classes. To successfully bump, the employee must be fully qualified, trained and capable of performing all the work of the new classification and must have held position with regular status in the service of the City of Mountain View.

An employee shall be allowed to return to a lateral or lower classification in another department in which the employee previously held regular status

provided that the employee served no less than six months in that classification in that department in the City of Mountain View.

8.09.02.06 Reinstatement to Reemployment Eligibility List

Employees on layoff shall be recalled in order of seniority providing that those recalled have the demonstrated ability and qualifications to perform available work as determined by the City.

Employees accepting a voluntary demotion shall be placed on an appropriate eligible list for reinstatement to the rank(s) from which they were demoted. Placement on the eligible list and reinstatement to the position shall be in inverse order to which demotion occurred. Such eligible lists shall be:

- A. In effect for 36 months.
- B. Take precedence over any existing or new eligible list.

Reinstatement to a higher rank shall be made only if the employee continues to demonstrate the ability and qualification to perform the higher level as determined by the City. Performance in an acting position and satisfactory maintenance of the required skill level shall make the employee eligible for reinstatement beyond the 36-month period; this eligibility shall be at the discretion of the Fire Chief.

The employee will be eligible for prior sick leave accruals (provided the employee did not receive cash payments in lieu of same) and vacation accrual rate and seniority. An employee shall not receive credit for time spent on layoff in computing time for any benefit accrual or seniority, nor would the employee be eligible for benefits during the period of time of actual layoff



(except as provided to other terminated employees under current City policy).

8.09.03 Training Captain Position

The proposed FY 2012-13 budget recommends eliminating a vacant Deputy Fire Marshal position represented by the bargaining unit as part of a comprehensive restructuring effort to consolidate Fire and Police Department support services. When the number of budgeted Battalion Chief positions is reduced from four to three, City management will staff a new Fire Captain position represented by the Union. When responsibility for Fire Department training is assigned to the new Fire Captain position, MVFF and the City will meet and discuss whether any changes need to be made to the MOU to reflect this operating model.

**9.00 RULES AND REGULATIONS**

9.01 Recruitment

9.01.01 Announcement of Vacancies

All vacancies shall be publicly announced in a manner designed to attract as many qualified applicants as practical.

9.01.02 Applications

Application shall be made on forms prescribed by the Assistant City Manager. Such forms shall require information covering training, experience, references and other pertinent information in conformance with applicable State and Federal laws. All applications must be prepared and signed by the applicant.

9.01.03 Disqualification of Applicants

The Assistant City Manager shall reject any application which indicates the applicant does not possess the minimum qualifications required for the position, is physically unfit for the position, has been convicted of a crime that may affect the applicant's ability to perform the job or has made a false statement of material fact. Applications from outside candidates may also be screened down to those applicants

possessing the most closely related qualifications. Whenever an application is rejected, a Notice of Rejection shall be sent to the applicant. Incomplete applications may be returned for completion and must be resubmitted prior to the final filing date.

9.01.04 Maximum Hiring Age

The hiring age of all employees shall be consistent with the requirements of State and Federal laws and regulations.

9.02 Appointment

9.02.01 Vacancies

All vacancies in the classified service shall be filled by transfer, demotion or appointment from an eligibility list that has been certified by the Assistant City Manager. In the absence of persons eligible for appointment, provisional appointments may be permitted in accordance with the rules.

9.02.02 Notice to Assistant City Manager

Whenever a vacancy in the classified service is to be filled, the department head shall notify the Assistant City Manager who will advise of request for transfer, demotions, or the availability of eligible.

9.02.03 Certification of Eligibility

The department head shall indicate whether it is desirable to fill a vacancy by transfer or demotion, or whether certification from an appropriate Eligibility List is preferred. All names on a certified Eligibility List shall be eligible for appointment.

9.02.04 Order of Certification

Whenever appointment is made from eligible certified by the Assistant City Manager, it shall be made from existing list, when available.

Reemployment list shall be considered before a closed promotional list or open Eligibility List.

## 9.02.05 Types of Employment

### 9.02.05.01 Regular

After interview and investigation of certified eligibles, the department head shall notify the Assistant City Manager of a selection and the date appointment is desired. The Assistant City Manager shall then notify the eligible selected. If the eligible accepts the appointment and reports for duty within the time prescribed, the eligible shall be deemed appointed. Otherwise, the eligible shall be deemed to have declined the appointment.

### 9.02.05.02 Promotional

Promotional appointments shall be made from eligible on appropriate Eligibility List.

Provisional: In the absence of an appropriate Eligibility List, a provisional appointment of up to six months may be made by the department head, with the approval of the Assistant City Manager, of a person meeting the minimum training and experience qualifications for the position. An Eligibility List shall be established within six months for any regular position filled by provisional appointment. No special credit or consideration for service shall be given to a provisional appointee in qualifying for a regular appointment.

### 9.02.05.03 Temporary

A department head, with the approval of the Assistant City Manager, may appoint a person to a temporary position. Such appointments shall be made on the basis of merit. Temporary employees shall not be employed for more than 1,040 hours in any fiscal year unless a waiver is obtained from the Assistant City Manager. Temporary

employees shall not be entitled to the right of appeal, or to extended fringe benefits. No special credit shall be allowed in meeting qualifications or in the giving of any test or the establishment of any open competitive promotional lists for service rendered under a temporary appointment. This provision shall not apply to regular employees who have been reassigned to new duties on a temporary basis.

### 9.03 Probationary Period

Effective January 1, 1994, the probationary period for newly hired Suppression personnel will be 18 months. This includes 3 months in the Academy and 15 months of on-the-job experience for a total of 18 months. The probationary period shall be set up along the following guidelines. Promotional appointments for Fire personnel are subject to a probationary period of up to 12 months.

Joint Fire Academy (approximately 3 months).

Probation Exam I (approximately 6 months after assigned to shift).

Probation Exam II (approximately 12 months after assigned to shift).

Remainder of probationary time evaluation by Captain in final assignment.

The probationary period for Deputy Fire Marshal is 12 months as set forth in the City's Personnel Rules and Regulations, 5.06, Probationary Period.

### 9.04 Definition of Seniority

Seniority shall be determined by continuous service in the Mountain View Fire Department calculated from the date of employment. Continuous service shall be broken by only resignation, discharge or retirement. Employees with the same employment date shall be assigned to the seniority list in order of their ranking upon completion of their initial training before assignment to shift.

### 9.05 Promotion

Tabled for future Negotiations.

## 9.06 “Acting As” Positions

The primary goals of the acting position are to meet the operational needs of the department and provide training for career development. The personnel assigned acting positions have the full authority and responsibilities of those positions.

Personnel shall meet the department’s minimum training, education and experience necessary for the assigned acting positions. Personnel assigned acting positions may be reassigned due to staffing needs.

### 9.06.01 “Acting As” Compensation

Effective the first pay period ending July 2007, the compensation rates are changed as follows:

Fire Captain acting as Battalion Chief	15 percent
Deputy Fire Marshal acting as Fire Marshal	15 percent
Fire Engineer acting as Fire Captain	10 percent
Fire Engineer/Paramedic acting as Fire Captain	7.5 percent
Firefighter acting as Fire Captain	15 percent
Firefighter/Paramedic acting as Fire Captain	10 percent
Firefighter acting as Fire Engineer	10 percent
Firefighter/Paramedic acting as Fire Engineer	7.5 percent

Effective the first pay period ending July 2015, the following assignments will also receive acting pay:

Firefighter acting as Tiller Operator	5 percent
Firefighter/Paramedic acting as Tiller Operator	5 percent

### 9.06.02 Acting Battalion Chief

Captains may be assigned as necessary to act in the capacity of the Battalion Chief. These Captains assigned to the Battalion Chief (Acting) position shall have full authority and responsibility.

The primary goals of the Battalion Chief’s (Acting) position are to meet the operational requirements of the department and to provide training for career development.

Assignments will be made by the Fire Chief for long-term duty, or the on-duty Battalion Chief at the time of need, or by the Station 1 Captain through delegation by the Shift Battalion Chief.

Qualifying as Acting Battalion Chief:

Candidate shall obtain a copy of the Battalion Chief (Acting) check-off list and reference guide. Items on the check-off list shall be signed off by a Battalion Chief.

Candidate shall forward the completed list to their shift Battalion Chief. The Battalion Chief shall make a recommendation to the Chief Training Officer to convene the review board consisting of the Fire Chief, Chief Training Officer and shift Battalion Chief.

Upon successful completion of the review board, the candidate's name will be added to the list of Acting Battalion Chiefs. A copy of the completed check-off list and evaluation notes will be placed in the candidate's personnel file.

A current list of personnel qualified as Battalion Chiefs (Acting) shall be maintained.

#### 9.06.03 Acting Chief Training Officer

The Chief Training Officer (Acting) position shall be assigned by the Fire Chief or the Chief Training Officer.

Personnel assigned to the acting position shall have full authority and responsibility consistent with their training and experience.

A primary goal of the acting position is to meet the operational needs of the department and to provide training for career development.

#### 9.06.04 Acting Captain

Candidates for the Acting Captain's position shall have a minimum of 3-1/2 years in fire suppression and be qualified as an Acting Engineer.

The purpose of the Acting Captain's position is to assume the role of Captain and provide the leadership that is required to carry out the goals and objectives of the organization and to provide for professional development.

Qualification as Acting Captain may be approved upon completing the Acting Captain's check-off list, recommendation of Battalion Chief and by successfully completing a review board consisting of the Chief Training Officer, Shift Battalion Chief and Shift Training Captain. All check-off items shall be signed by a Company Officer or Battalion Chief.

Qualifying as Acting Captain: Candidate shall obtain a copy of the Acting Captain's check-off list and reference guide from their Company Officer.

Candidate shall forward the completed list to their Shift Battalion Chief. The Battalion Chief shall then make a recommendation to the Chief Training Officer to convene the review board. If a candidate is not recommended, the Battalion Chief will advise them of such in writing within five days. Notification will include reasons why candidate was not recommended.

Upon successful completion of the review board, the Chief Training Officer will recommend to the Fire Chief that the candidate's name be added to the list of Acting Captains. A copy of the completed check-off list and evaluation notes will be placed in the candidate's personnel file. Upon approval of the Fire Chief, the candidate's name may be placed on the qualified Acting Captains list.

A Captain shall be present on the apparatus when candidates are responding to emergency calls as part of their qualification process. Items on the check-off list shall be signed off by a Company Officer or Battalion Chief only.

#### 9.06.05 Acting Engineer

Firefighters may be assigned as necessary to perform the duties of an Engineer.

The primary goals of the Acting Engineer's position are to meet the operational requirements of the department and to provide training for career development.

Qualifying as Acting Engineer: Qualifying of acting Engineers shall be as outlined:

1. Shall have passed Probationary Exam II.
2. Complete requirements for restricted firefighter driver's license.
3. Shall be required to know all streets in the City of Mountain View.
4. Shall demonstrate, as a result of either Company Officer training, a Pump Operator's course, or a Fire Service hydraulics course, sufficient knowledge of the apparatus and pump operations to properly perform the duties of an Acting Engineer. The Company Officer will contact the Shift Training Captain when the trainee is ready for certification of operation.

The two segments of certification:

1. Handle apparatus safely under adverse traffic conditions. Be able to judge distances, maneuver turns and be able to park.
2. Demonstrate the ability to operate the pump properly with a thorough knowledge of hydraulic field formulas.

The Company Officers will be responsible for recommending to the Shift Training Captain if the operator possesses the minimum level of skill of a good defensive and courteous driver.

#### 9.07 Station and Duty Assignments

It is the policy of the Mountain View Fire Department to assign personnel to stations and duties in order to equalize experience and workloads and to minimize costs.



Suppression Division companies should have reassignments of sufficient length of time to enable efficient teamwork to develop within each company. However, rotation of assignments should be made to maintain standardization, balanced experience and teamwork at a department level.

Requested transfers of personnel between shifts or stations will be allowed providing the department needs are satisfied.

To transfer to a station requires an opening or an administrative change. An agreeable transfer between two persons from equal classifications which is also agreeable by the company officers is the easiest way to ensure the station of your choice.

Duty reassignments may be made each three to five years. More than five years in one duty station or assignment is not recommended but may be done if personnel and department needs are met.

#### 9.07.01 Procedure

Duty reassignments and disposition of requests for transfer of Suppression Division personnel will be made by the appropriate Battalion Chiefs (of the shifts involved).

Duty reassignments of Fire Prevention Bureau personnel will be made by the Fire Marshal.

Probationary personnel will be assigned according to Division II, Article 28 of the Mountain View Fire Department General Orders.

All requests for transfer will be made on Form GO-29 and submitted to the Battalion Chief. These requests will be filed and kept for three years. To change or cancel a request, you need only request it by submitting another GO-29.

Shift openings occur when there has been a new position authorized or through attrition, such as termination or retirement.

Requests for a cross-shift transfer will be considered only until the opening is filled. It will be considered filled when a transfer

has been approved or a new probationary person has been assigned to the shift.

A station opening on a shift will be considered open until filled by a regular assignment of a nonprobationary person by the Battalion Chief.

Persons transferred by administrative change shall stay at that duty station a minimum of 90 days before a request for transfer out of that duty station may be approved.

Requests for the same opening by more than one person and administrative transfers will generally be decided on a seniority basis when the needs of the department have first been met. Exceptions to this will be documented and approved by the Fire Chief.

Upon an individual's request, the Battalion Chief will provide, in writing, the reasons for denial of a requested transfer or initiation of an unrequested transfer.

#### 9.08 Modified Work Assignment (Nonindustrial Light Duty)

All employees on extended sick leave, maternity leave, who cannot perform their regular fire suppression duties but are capable of performing other, less strenuous duties, may request of the Fire Chief a light-duty assignment. Nonindustrial light-duty assignments shall be voluntary and honored subject to departmental needs.

9.08.01 Nonindustrial light duty is defined as duty in the Suppression Division and shall be limited to administrative research, training evolutions, records maintenance, investigations, Battalion Chief's aide, inspections, HazMat and/or public presentations relating thereto. Fire Prevention Bureau and Emergency Communications Division areas may also be considered when mutually agreed to by the Fire Chief and the injured employee.

9.08.02 Nonindustrial light-duty assignments shall be allowed only after documented proof has been submitted from a physician verifying that said employee is physically able to perform such nonemergency duty.

- 9.08.03 Scheduling shall be consistent with the affected employee's regular work schedule (i.e., 24-hour employee will remain on 24-hour work schedule).
- 9.08.04 Maternity cases include those before and after the birth of a child.
- 9.08.05 Employees on nonindustrial light duty shall not be counted for the purpose of daily minimum staffing.

9.09 Fire Prevention Officer/Fire Training Officer

The purpose of the Fire Prevention Officer/Fire Training Officer program is to provide an opportunity for partially disabled Firefighters to continue their fire service careers and provide the personnel resources necessary to conduct an effective Fire Prevention Program.

Pay equity for Fire Prevention Officer I, II, and III and Fire Training Officer I, II, and III with Firefighter, Fire Engineer, and Fire Captain, respectively.

- 9.09.01 The position of Fire Prevention Officer is designed specifically for Firefighters, Engineers and Captains, who, through occupational injury or illness, are limited physically from performing the full duties required of Suppression or Deputy Fire Marshal position. Consequently, the duties of the Fire Prevention Officer will typically be narrower in scope than that of Deputy Fire Marshal.

The position of Fire Prevention Officer shall in no way replace or negate the current authorized level of positions of Deputy Fire Marshal (one Deputy Fire Marshal position is regularly authorized).

- 9.09.02 Should organizational needs dictate, disabled Suppression Division personnel may be placed in the Fire Prevention Bureau or Preparedness Division.
- 9.09.03 Promotional guidelines for Fire Prevention Officer/Fire Training Officer.

Flexibility in time requirement for completion of courses required for FPO/FTO positions.

Promotional test between FPO/FTO (i.e., FPO I to FPO II, FTO II to FTO III) levels shall have a 70 percent pass point.

#### 9.10 Performance Reports

The parties agree to review the City's performance evaluation standards for validity and objectivity.

##### 9.10.01 Purpose and Policy

It is the responsibility of management to prepare periodic evaluations of performance results to measure and record the employee's performance. Strengths and weaknesses will be documented and recommended courses of corrective action outlined for correction and improvement. Evaluations may be used to develop career plans for the employees to encourage them to reach their ultimate potentials.

##### 9.10.02 Standards of Performance

It shall be the duty of the Assistant City Manager to administer such service rating plan or program as may be approved by the City Manager for the purpose of measuring the job performance of officers and employees in the classified service. Such service rating plans shall attempt to measure, as objectively as possible, both quantity and quality of work, the manner in which the service is rendered, and the observance of regulations and procedures properly governing the performance of duties.

##### 9.10.03 Performance Ratings

The Assistant City Manager shall require department heads to submit periodic service ratings of individual employees upon forms prescribed. Service ratings shall be based upon the independent judgments of one or more supervisory personnel, including the immediate superior to the employee whose services are being rated. The factors and the method of scoring shall be the same for all employees in the same class. The completed performance report shall be presented to the employee for review and signature, and then forwarded to the Assistant City Manager for review and any appropriate action. If a performance report may result in a step decrease or the

withholding of a step, the Assistant City Manager should review prior to the affected employee's review and signature. The employee's signature on the form shall mean an actual interview between the employee and the supervisor has taken place but does not necessarily constitute agreement by the employee with the content of the form.

#### 9.10.04 Reporting Performance

Reports of performance shall be filed with the Assistant City Manager for all nonmanagement regular employees at least once a year. For all probationers, a performance evaluation report shall be submitted by the end of the sixth month. For probationary Firefighter personnel, reports shall be submitted at the end of the sixth and eleventh month of employment.

Additional performance reports may be requested on any employee by the Assistant City Manager. Additional reports may also be submitted by the employee's department head if the department head feels the employee's performance justifies the submission of the special report.

#### 9.10.05 Appeals on Report of Performance Rating

Appeals of performance ratings shall be governed by the provisions in Section 10.00 of City Rules and Regulations

#### 9.10.06 Use of Performance Evaluation

Performance ratings shall be taken into consideration for purposes of rejection, discharge, demotion, promotion, transfer, regular status, and salary increases.

### 9.11 Causes for Disciplinary Actions

Causes for disciplinary action against any employee may include, but shall not be limited to, the following:

1. Conduct or behavior not becoming of an employee.
2. Fraud in securing appointment.
3. Inexcusable neglect of duty.

4. Violation of safety rules.
5. Nonobservance of work hours.
6. Being in the unauthorized possession of, or under the influence of alcoholic beverages, nonprescription or unauthorized narcotics or dangerous drugs during working hours.
7. Refusal or failure to perform lawful work assigned.
8. Unauthorized soliciting on City property.
9. Conviction of a felony or conviction of a misdemeanor involving moral turpitude.
10. Offensive treatment of the public or another employee.
11. Disobedience of or insubordination to proper authority.
12. Misuse of City property.
13. Violation of any of the provisions of any City rules, Code, Charter or departmental rules and regulations.
14. Falsification of City records.
15. Theft.
16. Dishonest or unethical conduct (for example, abuse of sick leave, release of confidential information, unauthorized leave).

#### 9.12 Predisciplinary Conference Procedures

- 9.12.01 Prior to taking any disciplinary action, other than an oral counseling or written reprimand, against a regular employee, the department head shall notify the employee in writing of the following:
1. The proposed disciplinary action;
  2. The nature of the charges and/or violation of City regulations and policies;

3. The reasons for the proposed action;
4. The materials upon which the action is based;
5. The right of the employee to respond at a specified place and time;
6. The right of the employee to be represented by an attorney or other representative at any further proceedings.

9.12.02 Any employee notified pursuant to 9.12.01(1) above who desires to respond to said notification shall do so at the time and place specified in the notification. Failure to so respond shall be deemed an intentional waiver of the employee's right to submit an oral or written response to the proposed disciplinary action before the action is taken.

9.12.03 If the employee or his/her designated representative requests the right to respond orally to the proposed discipline within the time frame specified in the notice issued pursuant to 9.12.01, imposition of proposed discipline shall be deferred until after the oral response is received by the department head. If the employee elects to respond in writing, imposition of discipline shall be deferred until receipt and review by the department head of the written response.

9.12.04 Where an oral response has been elected, the department head has the responsibility to conduct a predisciplinary conference. It is the department head's responsibility to coordinate the scheduling of the conference, including: (1) the date, time and place; and (2) forwarding of notices of such information to all interested parties within ten (10) working days of the employee's request. The department head or designated representative shall conduct the conference informally and shall be responsible for receiving the employee's and/or his/her representative's response to the proposed discipline. The conference shall be conducted informally and shall be limited to the presentation of information by and through the employee and/or his/her representatives in response to the charges and allegations set forth in the notice of proposed discipline.

- 9.12.05 In the event the employee is unable to respond to the charges within the time permitted and demonstrates the reasonableness of a need for a continuance, the department head or hearing officer may grant a continuance of up to an additional five (5) calendar days. Demonstration of reasonableness shall be limited to matters which preclude the employee from making a timely response to the charge, such as personal injury to the employee or a death in his/her immediate family.
- 9.12.06 The time limits described herein are essential and may only be modified or enlarged by mutual consent of both the employee and the department head or his/her designee.
- 9.12.07 In the discretion of the department head and subject to the affected prediscipline conferences of individual employee's consent, employees subject to discipline may be consolidated where related or similar issues are present.
- 9.12.08 As soon as practicable after conclusion of the predisciplinary conference, the department head shall notify the employee in writing of the nature and extent of the discipline, if any, and the time of commencement thereof. Said notification shall also advise the employee of any right of appeal.
- 9.12.09 Disciplinary Mediation: Following issuance of the notice of disciplinary action pursuant to Section 9.12.08 and prior to imposition of the discipline, the employee subject to discipline, the employee's association and the City, by mutual agreement, may request mediation to attempt to resolve any disputes over the proposed discipline. The parties may mutually agree to pursue mediation any time following issuance of the notice of discipline and up to the time the discipline is scheduled to go to appeal. If the parties cannot agree on a mediator, they may request a mediator from the State Mediation and Conciliation Service. The mediator shall not hold a hearing, nor have authority to make recommendations to resolve the discipline except by mutual agreement of the parties. In the event the discipline is not resolved through mediation, neither evidence nor concessions agreed to or offered during mediation shall be admissible at any subsequent administrative or judicial proceeding concerning the discipline.



- 9.12.10 The parties agree to continue to meet and discuss modifications to the discipline provisions of the MOU required for those provisions to be compliant with the Firefighters Procedural Bill of Rights. Once agreement is reached regarding necessary changes to the disciplinary procedure, the parties will reduce the agreement to a side letter to the MOU. This is anticipated to be complete by the end of FY 2012-13.

## 9.13 Grievance Procedures

### 9.13.01 Definition of a Grievance

A grievance is defined as a claim or dispute by an employee or group of employees concerning any action or inaction by a department head or City management of any violation, misinterpretation, inequitable application or noncompliance with the provisions of the Personnel Rules and Regulations or of administrative procedures governing personnel practices or working conditions. A grievance may be filed by an employee in his own behalf, or jointly by any group of employees or by an employee organization.

### 9.13.02 Informal Grievance Procedure

An informal grievance is any dispute or disciplinary action consisting of suspensions of less than five (5) calendar days or 56 hours for personnel working 24-hour shifts or any less severe disciplinary actions. Within seven (7) calendar days of an event giving rise to a dispute, the employee or the employee representative shall present the dispute informally to the Captain or Battalion Chief as appropriate. The employee and supervisor have a mutual responsibility to make a good faith effort to resolve the matter at the lowest possible level. The supervisor shall respond in writing or verbally to the employee within seven (7) calendar days of the meeting with the employee.

### 9.13.03 Formal Grievance Procedure

The processing of an informal grievance shall be necessary prior to the filing of a formal grievance.

An employee, group of employees or recognized employee organization may utilize this formal grievance procedure if not satisfied with the results of the informal grievance procedure, including:

- A. A current MOU between the City and a recognized employee organization.
- B. The City's Personnel Rules and Regulations.
- C. An infringement of an employee's personal rights, such as discrimination, harassment or the capricious use of supervisory or management authority.
- D. A dispute involving any disciplinary action taken against a regular or probationary promotional employee.
- E. Performance evaluations resulting in step decrease.
- F. Settle a dispute not resolved in a grievance procedure.

The following matters are specifically excluded from consideration under this appeal procedure.

- A. The determination of the contents of job classifications.
- B. The determinations of procedures and standards of selection for employment and promotion.
- C. Items which require a capital expenditure.
- D. Items subject to the meet-and-confer process as defined in the California Government Code.
- E. All City rights and employee rights specified in the City's Employer/Employee Relations Resolution.

#### 9.13.04 Formal Grievance Procedure – Step 1

If the employee feels that the issue in dispute was not resolved in the informal grievance procedure, the grievance shall be submitted in writing to the department head or appropriate management employee on the approved grievance form. The

grievance form shall be submitted within ten (10) calendar days after the employee receives the decision from the City management employee, who represents the final step of the informal grievance procedure. The written grievance shall contain the following information:

- A. Identifies the aggrieved.
- B. The specific nature of the grievance, including a description of time, place and relevant events.
- C. Delineates the article(s) of the MOU alleged to have been violated, improperly interpreted, applied or misapplied.
- D. The consideration given and steps taken to secure informal resolution of the problem.
- E. Describes the corrective action desired.
- F. The name of any person or representative.

After review and consideration, the department head shall respond in writing to the employee within ten (10) calendar days of receiving the formal grievance.

#### 9.13.05 Formal Grievance Procedure – Step 2

- A. Disputes: If the employee feels that the issue was not resolved at Step 1 of the formal grievance procedure, the employee or employee representative shall submit in writing a grievance on the approved grievance form to the Assistant City Manager or his/her designee within seven (7) calendar days from the date of the department head's response. After review and consideration, the Assistant City Manager or his/her designee shall respond in writing within seven (7) calendar days from the date of receipt of the employee's formal grievance contesting either a dispute or a disciplinary matter not subject to a predisciplinary (Skelly) conference.
- B. Disciplinary Actions: If the employee chooses to contest any dismissal, suspension, demotion or salary decrease, the following information should be submitted in writing

to the Assistant City Manager or his/her designee within seven (7) calendar days from the date of the notice of dismissal, suspension, demotion or salary decrease. The following shall be submitted in writing:

- i. Name of the aggrieved.
- ii. A description of the corrective action desired.

#### 9.13.06 Formal Appeals

In the case of the Disciplinary Appeals, the request for a formal appeal must be made by the employee or Union representative, with permission from the employee. For Dispute Appeals, the written request for a formal will also be accepted from a Union representative. For either Disciplinary Appeals or Dispute Appeals, the written request must be filed within (10) working days from the date of the Assistant City Manager's final written decision. Request for a formal appeal shall be filed with the Assistant City Manager.

##### 9.13.06.01 Contents of the Formal Appeal

The written formal appeal shall contain information which:

- A. Identifies the aggrieved hereinafter to as the appellant;
- B. States the date of the Assistant City Manager's response to Step 2 of the formal grievance procedure;
- C. In the case of a dispute or disciplinary grievance, specifies the nature of the appeal, including description of time and place and relevant events;
- D. Only in the case of a dispute grievance, delineates the article(s) of the MOU alleged to have been violated, improperly interpreted, applied or misapplied;

- E. Describes the corrected action desired; and
- F. The name, title and address of the person chosen by the appellant to represent the appellant before the Appeals Board. The appellant may be self-represented.

#### 9.13.07 Appointment of Appeals Board

Upon receipt of an appeal by the Assistant City Manager, an Appeals Board shall be formed. Within ten (10) calendar days following the receipt of the appeal, the Assistant City Manager or designee shall appoint two (2) representatives to the Appeals Board, and the appellant shall appoint two (2) representatives to the Appeals Board. No Appeals Board representative shall be an employee of the same department as the appellant, but all four (4) appointed representatives must be employees of the City. The parties shall concurrently, with the appointment process, mutually agree to the selection of one (1) non-City employee to serve as a fifth voting member and chairperson of the Appeals Board. If the parties cannot agree on the fifth voting member, the fifth member shall be appointed by the State Mediator and Conciliation Office. The names of all five (5) members of the Appeals Board shall be received by the Employee Service Director or designee no later than ten (10) calendar days following his/her receipt of the appeals. If either the City Manager or designee or the appellant fail to appoint within this time, then the Assistant City Manager shall, upon notice to the delinquent party, appoint employees to any vacant Appeals Board position. Request for a time extension shall be mutually agreed upon by both parties. All time extension requests shall be made in writing.

#### 9.13.08 Date of Hearing – Notice

Immediately after receiving the names of the members of the Appeals Board, the Assistant City Manager shall set a date for the Appeals Board to hold hearing on the matter of appeal. Such a hearing shall be held no later than twenty-five (25) calendar days following the naming of the Appeals Board unless a later date is agreed to by the appellant or it is not reasonably possible to convene the Appeals Board within the twenty-five (25) calendar days. Taking into consideration the

time necessary for all parties to prepare the matter for a hearing, the Assistant City Manager shall immediately, upon the selection of a hearing date, give written notice of the date, location, time of the hearing and identify the Appeals Board members to the appellant, the department head and other appropriate persons from whose action the appeal is made.

9.13.09 Hearing

- A. At the date, time and place specified, the Appeals Board shall conduct a hearing on the appeal filed.
- B. Unless incapacitated, the appellant shall personally appear before the Appeals Board at the time and place of the hearing and shall not be excused from answering questions and supplying information, except upon claim of Constitutional privilege.
- C. Upon conclusion of the hearing, the Appeals Board shall certify its finding and recommendations within fifteen (15) calendar days to the City Manager, with copies to the Assistant City Manager, appropriate department head and appellant.
- D. In the event of absence, illness or disability of a majority of the Appeals Board, the time limitation shall not be used to invalidate the appeal procedure or deprive any employee of the right to a hearing. Rather, the hearing shall be continued by the Assistant City Manager from time to time until a majority of the Appeals Board is present.
- E. Cost incurred by the grievance proceeding shall be divided as follows:
  - 1. Union and City shall share equally the cost of the court recorder.
  - 2. Transcripts shall be secured through the Human Resources Division or his/her representative. Human Resources Division shall provide one copy of the transcript to the Union and shall retain one copy for City records.

3. City shall pay other costs (i.e., meeting room(s), clerical support, meals, board per diem if applicable).

#### 9.13.10 City Manager Review

The City Manager shall review the finding and recommendations of the Appeals Board and shall, within fifteen (15) calendar days following the receipt of the recommendation from the Appeals Board, affirm, revoke or modify the action taken. The City Manager's decision shall be final.

### **Summary of Time Requirements**

**\* All Days are Calendar**

#### **Informal Grievance**

Employee to file with Supervisor	7 days
Supervisor response to Employee	7 days

#### **Formal Grievance – Step 1**

Employee file with Department Head	10 days
Department Head response to Employee	10 days

#### **Formal Grievance – Step 2**

Employee to file with Assistant City Manager	7 days
Assistant City Manager response to Employee	7 days

#### **Formal Appeal – Filing**

Employee to file with Assistant City Manager	10 days
--	---------

#### **Formal Appeal – Procedures Following Receipt of Appeal**

Appointment of Appeals Board members	10 days
--------------------------------------	---------

Appeal Hearing –  
within 25 days after naming of Appeals Board

Appeals Board Recommendation of City Manager –  
within 15 days after Appeals Hearing

City Manager issue final written decision—  
within 15 days following receipt of Appeals Board  
recommendation

Total possible days 123

#### 9.14 Common Meal Site

Employees are required by the City due to the nature of fire suppression work to eat their meals in the fire station. Employees must contribute financially to congregate meals in the fire station at a charge equal to the value of the meals, irrespective of whether the employee chooses to eat the meal.

#### 9.15 Grooming Standards

The purpose of grooming standards is to provide a reasonable degree of freedom of choice in personal appearance without sacrificing any measure of safety for Fire personnel while engaged in the performance of their duties.

All department members shall, while on duty, be neat, clean and maintain a professional appearance at all times. Supervisors will be responsible for the grooming and appearance of their subordinates.

Facial hair is not permitted when it interferes with the ability to maintain a seal or otherwise impairs the effectiveness of mask-to-skin contact with a self-contained breathing apparatus (SCBA) face piece.

Hair shall be styled or restrained at all times and not cause delay in emergency response or performance of duties. Hair length shall not extend past the bottom edge of the protective hood, nor shall it interfere or obstruct vision.

Beards are not permitted under any circumstance for personnel subject to using SCBAs.

Mustaches and sideburns may be worn if desired but shall not be worn where face mask seal makes contact with skin.

City and Union must mutually agree to any changes.



## 9.16 Sanitation, Maintenance and Upkeep

The City agrees to supply and make available all materials required in the day-to-day maintenance and upkeep of all fire stations. The City furthermore agrees to supply all items necessary to maintain satisfactory sanitary conditions of all quarters within all fire stations.

## 9.17 HazMat Team Assignments

### 9.17.01 HazMat Vacancies

Effective with the first pay period ending in July 2016 when a vacancy occurs on the HazMat Team, the assignment should be offered to a hazardous materials certified employee of the vacated rank, based on seniority within the Fire Department. For example, an "A" Shift HazMat Fire Engineer retires. The vacated position would first be offered to all previously certified Fire Engineers based on seniority.

Effective with the first pay period ending in July 2016, training for HazMat certification will be offered within a given rank, based on seniority within the department. For example, if an "A" Shift Fire Engineer HazMat promotes to a Captain position, HazMat certification training will be offered to all engineers based on seniority.

### 9.17.02 HazMat Promotions

If a vacancy cannot be filled by the procedure outlined in Section 9.17.01 above, then the Fire Chief may make a promotion to fill the position. If the employee who is promoted is not HazMat qualified, that employee will be required to successfully complete the HazMat qualification classes within one year of promotion.

### 9.17.03 HazMat Demotions

Employees who wish to transfer off the HazMat Team shall make a request in writing to the Fire Chief. Since such a transfer involves a change in rank, the change will be considered a demotion. In order to request a demotion off the HazMat Team, there must be an opening available of the rank requested or two employees of the same rank who are both

HazMat qualified may make a voluntary switch. For example, a "C" Shift HazMat Firefighter wants to transfer off the HazMat Team. In order for him/her to request a demotion, there must be a vacant Firefighter position or a qualified HazMat firefighter who is willing to voluntarily trade with him/her.

#### 9.17.04 HazMat Team Assignment

Effective with the first pay period ending in July 2016, there shall be a crew of three (3) employees (one Captain, one Engineer or Engineer/Paramedic, one Firefighter-Paramedic or Firefighter) per shift assigned to the HazMat Company. Two (2) additional employees per shift shall be assigned to the HazMat Team. Four (4) additional noncompensated employees shall be HazMat Technician certified for a minimum total of nine (9) certified HazMat Technicians regularly scheduled per shift.

Total compensated HazMat personnel shall not exceed fifteen (15) personnel (nine on the HazMat Company (3 Captains, 3 Engineers or Engineer/Paramedics, and 3 Firefighters or Firefighter/Paramedics) and an additional six on the HazMat Team (2 Captains, 2 Engineers or Engineer/Paramedics, 2 Firefighter or Firefighter/Paramedics)).

#### 9.17.05 HazMat Certification

Effective with the first pay period ending in July 2016, all qualified HazMat employees shall be certified HazMat technicians (California Specialized Training Institute—CSTI or its equivalent). Such employees shall receive regular training and be subject to annual requalification, and to baseline and medical evaluations in accordance with the requirements of current Department of Labor Hazardous Waste Operations and Emergency Response regulations. Such employees shall be subject to the requirements of pertinent State law.

#### 9.17.06 HazMat Compensation

HazMat classifications shall be paid at a premium of 5 percent above the regular salary for each rank.

9.17.07 HazMat Recall and Staffing

The Fire Chief may recall any certified HazMat employee when on duty HazMat Team staffing falls below five per shift. No HazMat Team shall be in service with less than five certified employees. In no case shall compliance cause on-duty staffing to be raised above the minimum staffing level.

9.17.08 Additional Training

Certified noncompensated employees may be assigned to HazMat training or responsibilities when needed for vacation or relief duties or when required to perform HazMat emergency duties at a level II incident or higher (as defined by the Santa Clara County Mutual Aid Plan). When so assigned, such employees will receive 5 percent per shift premium pay.

9.17.09 Probationary Firefighters

At the discretion of the Fire Chief, probationary Firefighters and Firefighter/Paramedics may be assigned HazMat training as noncompensated HazMat technicians. Certified HazMat technicians, who are probationary firefighters, shall be counted in HazMat staffing levels and assigned HazMat responsibilities as set forth in Sections 9.17.04 and 9.17.08 above. When assigned to HazMat training or when assigned, or required, to perform HazMat emergency duties at a level II incident or higher (as defined by the Santa Clara County Mutual Aid Plan) probationary Firefighter and Firefighter/Paramedic personnel certified as HazMat technicians shall receive 5% premium pay for all hours in paid status during that shift.

9.17.10 HazMat Program Review

The City and the Union agree to continue regular meetings to review the entire HazMat program. There shall be no further change in the working conditions of employees without the City fulfilling its obligations to meet-and-confer under the Meyers-Milias-Brown Act.

## 10.00 JOINT COMMITTEE

Union and City agree to form a joint City/Union Committee comprised of four (4) members appointed by the President of the Union and three (3) members appointed by the City Manager. The Committee shall meet on an as-needed basis to discuss any and all issues not falling under the guidelines of collective bargaining.

### 10.00.01 Items that Joint Committee Will Study

#### 10.00.01.01 Drug and Alcohol Policy

#### 10.00.01.02 Promotional Guidelines

Union and City agree to form a joint Committee to review promotional guidelines for the positions of Fire Engineer, Fire Captain and Deputy Fire Marshal. The Committee will be comprised of three (3) members appointed by the Union President and three (3) members from the City shall be appointed by the City Manager or his/her designee. There shall be one (1) representative each from ranks of Firefighter, Fire Engineer, Fire Captain and Deputy Fire Marshal. The Committee will be responsible for reviewing current promotional guidelines and developing recommendations to the Fire Chief. The Committee shall meet and confer regarding these guidelines during the term of this contract.

#### 10.00.01.03 Sick Leave Usage

#### 10.00.01.04 General Orders

### 10.01 Successor

This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto, or by any change geographically or otherwise in the location or place of business of either party.

## 10.02 Saving Clause

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect.

## 10.03 Full Understanding, Modification and Waiver

10.03.01 This Agreement sets forth the entire understanding of the parties regarding the matters set forth herein, and any other prior or existing full and entire understanding of the parties regarding the matters set forth herein, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

10.03.02 Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of the agreement.

10.03.03 No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties.

10.03.04 Nothing herein shall limit the authority of the City to make necessary and reasonable changes during emergencies. However, the City shall notify the Union of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency.

10.03.05 The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

## 10.04 Contract Re-opener

10.04.01 The City and MVFF agree to meet by November 1, 2014 to discuss the potential representation by MVFF of the classification of Public Education/Fire Education Specialist,

however, the City retains the right to determine representation of this classification.

#### 10.04.02 Reopener on Salary and One-Time Leave Hours

Either party may reopen on the issue of salary and one-time leave hours for the 2019-20 fiscal year by giving the other written notice to the other party by 5:00 p.m. on March 1, 2019. In that event, the parties will meet and confer in good faith over the issue of salary and one-time leave hours, and any adjustments in 2019-20 will be by mutual agreement.

### 11.00 ALTERNATIVE DISPUTE RESOLUTION

#### 11.00.01 Binding Arbitration for Contract Interpretation

Subject to the provisions and limitations set forth in this Section 11.00, *et seq.*, at the option of the Union, binding arbitration shall be available for unresolved grievances which focus on and dispute the interpretation of specific language in the MOU.

- (a) If a dispute arises involving the interpretation of specific language in the current MOU and does not involve other grievable matters, and if the decision of the Assistant City Manager in the grievance procedure (Section 9.13, *et seq.*) does not resolve the dispute to the satisfaction of the Union, the Union may have the contract interpretation issue submitted to an impartial arbitrator for final and binding review. It is understood and agreed by the parties that binding arbitration provided in this section is expressly limited to disputes and grievances arising from the interpretation of specific MOU language and shall not apply to any other alleged grievance, including, but not limited to, any disciplinary matter, performance evaluation, report or ratings at any stage of the process, including investigation, or to interest issues and/or bargaining.
- (b) Grievances or disputes involving the interpretation of the MOU, which are related to any other alleged grievance, including, but not limited to, disciplinary matters, performance evaluations, reports or ratings, etc., at any stage of the process, including investigation, shall be raised

and determined as part of that underlying grievance through the process set forth in Section 9.13, or pursuant to an alternate method which the Union and the City may agree to in writing.

11.00.02 Request for Arbitration: Timing

- (a) If the Union elects to pursue the remedy of binding arbitration as provided in Section 11.00.01, the Union shall have twenty (20) working days from the date a written response is received from the Assistant City Manager to require that the provision requiring interpretation be referred to an impartial arbitrator who shall be designated by mutual agreement between the Union and the City.
- (b) The Union and City shall complete the arbitration within sixty (60) days of the filing of the request for arbitration. The parties shall concurrently submit initial briefs on their position in the arbitration to the arbitrator within twenty (20) days of the naming of the arbitrator and reply briefs shall be submitted within ten (10) days of the opening briefs. The initial briefs and reply briefs shall be limited to two-page letter briefs unless the parties agree in writing to an alternate schedule and/or a different format or length for the briefs. The City shall prepare the record of the proceedings at their cost and furnish a copy to the Union within twenty (20) days of the Union's election to arbitrate.
- (c) If the Union or City fails to comply with the time frames set forth in 11.00.02(b) and the delay causes the hearing before the arbitrator not to be completed within the sixty (60) day period, the other party may demand that the party violating the time frames pay the fees for the arbitrator's time and the cost of the court reporter, if any. If the parties cannot agree on who is at fault, the question may be submitted to the arbitrator as part of the proceeding and the arbitrator can render a decision on whether one party was at fault for the delay and assess the sanction of the fees/costs as set forth in this section against the party who caused the delay. If both parties contributed to the delay, no sanction shall be imposed.

#### 11.00.03 Selection of the Arbitrator

If the parties cannot agree on an arbitrator, the State Mediation and Conciliation Service shall be requested to supply a panel of seven (7) names. Alternate names shall be stricken until only one (1) name remains. The party to strike first shall be chosen by coin flip, the winner elects who will strike the first name. In subsequent arbitrations, the party who lost the prior coin flip will elect who strikes first. The Union/employee and City may also agree to employ the services of a retired Santa Clara County judge who may serve as the arbitrator. The fees and expenses of the arbitrator and of a court reporter shall be shared equally by the Union and the City.

#### 11.00.04 Jurisdiction of the Arbitrator: Application and Enforcement

- (a) The parties understand and agree that these provisions constitute a limit on the jurisdiction of the arbitrator which cannot be waived by the City or Union absent express written modifications to this section formally approved by the City Council and Union.
- (b) The arbitrator shall be charged with issuing a written decision indicating the meaning of the contract language at issue. The arbitrator's ruling may include an order for the City to make a payment to an employee(s) if the payment arises out of the interpretation of the contract language as determined by the arbitrator. The decision of the arbitrator shall be final and binding and not subject to review or modification by the City Manager.
- (c) The arbitrator's ruling shall be limited to prospective relief only and said ruling shall have no retroactive effect or application except as provided in this section. If the ruling results in the City being required to change an existing policy or payment methodology, the City shall comply with the ruling from the date of the arbitrator's ruling, except to the extent the change would violate State or Federal law. The arbitrator's ruling may require the City or Union to take actions or make payments or reimbursements dating back to the beginning date of the current MOU or two (2) years from the date of the arbitrator's decision, whichever is less. In complying with



the ruling, the City shall promptly make any payments or corrections to policy, methodologies or practices as may be required by the ruling. If the Union wishes to dispute or grieve a contract language interpretation and seek a retroactive application or remedy, the exclusive method for resolving that dispute or grievance shall be through the procedure set forth in Section 9.13.

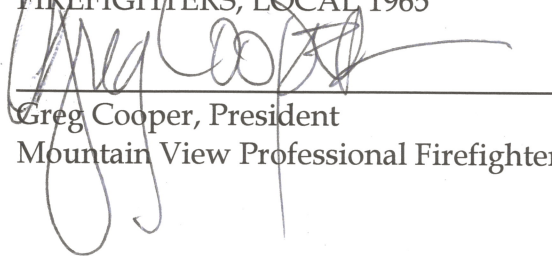
## 12.00 SIGNATURES

CITY OF MOUNTAIN VIEW



Audrey Seymour Ramberg  
Assistant City Manager

MOUNTAIN VIEW PROFESSIONAL  
FIREFIGHTERS, LOCAL 1965



Greg Cooper, President  
Mountain View Professional Firefighters